

Central Law Journal.

ST. LOUIS, MO., DECEMBER 18, 1914

CONSPIRACY TO BRING A "FAKE" SUIT AS CONTEMPT OF COURT.

Kentucky Court of Appeals has divided in opinion whether one not an officer of court may be punished for indirect or constructive contempt of court in participating in a conspiracy to bring and actually bringing a trumped up suit for damages, five of the court holding that he may not be, and the chief justice and one associate justice dissenting from this view. *Melton v. Commonwealth*, 170 S. W. 37.

The prevailing and dissenting opinions in this case cover some eleven pages of the fine print used in the Reporter system and the divergencies of view seem confined to two propositions, one that only an officer of court may be punished by proceedings in contempt and the other that the offense—obstructing justice—is taken care of by its being made a criminal offense. The minority contends that as to this kind of a case there is no difference between officers of court and others, and the fact that what may be a contempt of court is punishable by criminal prosecution does not take away from its being proceeded against for contempt, and if it would, it would do this just as effectually in the case of an officer of court as of one not an officer of court.

We are greatly inclined to the view held by the minority, it certainly being seemingly well settled, that as proceedings in contempt are for the preservation of due procedure by courts, the prevention of abuse of its process and the preservation of its dignity, remedy for contempt should not wait on other vindication of the law. It is not merely for vindication of law that proceedings in contempt are instituted. It is to maintain in its integrity the machinery that administers the law and to guard against the loss of personal and public rights as protected by that machinery. No

infliction of punishment for crime in any other way than as a deterrent against its repetition is effectual for any purpose. Punishment for contempt, however, arrests the evil and often tends to restore a lost right.

But it seems to us a singular view by the majority opinion that in indirect contempt there should be thought to be any difference in its being committed by one an officer of court and one not an officer, except in those cases where particular duty is laid on an officer. It is true, that the gravity of contempt may be more apparent, as to other things, when committed by an officer, than by one not an officer. In essence, however, they are the same. Because an attorney has an added obligation not to foist upon a court a spurious case, does not relieve the offense of its nature as contempt when committed by another. Nor does the fact that a sheriff or a clerk or an attorney manufactures evidence to deceive a court have any special relation to his being such an officer. The whole thought is in the willful deception of a court, that is endeavoring to administer justice according to the law and the facts. Its process is abused and injustice wrought as well in the one case as in the other.

This case was a proceeding in indirect contempt against two attorneys and a physician for causing a damage suit to be brought for an alleged injury when no injury was suffered and the minority opinion says: "Hair-splitting distinctions should not be indulged to protect from punishment a man who is clearly guilty of an effort to corrupt public justice. Dr. Melton is a member of a learned profession. He did not act ignorantly, and it is especially important that the administration of justice should be protected against frauds devised by people of learning and position in the community. It is peculiarly important that the big fish should not escape the net of the law in which the little fish nearly always find themselves entangled." "The net of the law," if it be true that the little fish are nearly always entangled and the big

ones escape, seems a misnomer, for this is not the way a net works, if its threads remain unbroken.

But we should state the majority position fairly on this subject. The opinion said:

"If there had been a suit pending in the Jefferson Circuit Court and Melton had attempted to manufacture evidence in this suit, or had endeavored to persuade a witness to give false evidence or conceal the truth, or had in any manner or form interfered with the due administration of justice in the court in which the case was pending, we would have no doubt of the right of the court, in which the case was pending, to proceed against him in the summary manner adopted by Judge Field in this case. Or if Melton had been an attorney or officer of the Jefferson Circuit Court, we would say that the court might proceed against him in the manner pursued in this case, as we think that an attorney or any officer of the court, who is guilty of conduct calculated to embarrass the court in the performance of its duties or who attempts by improper methods, to secure or suppress evidence, or interfere with witnesses or approach jurors, or obtain favors by deceitful means, would be guilty of an offense punishable by a contempt proceeding, although this conduct or these acts were not committed in a pending case."

This is very broad and opens the door for all sorts of interference with a court's procedure by one not assisting the court in its administration of law, and it is the distinction we note that the majority fails to appreciate. If one is not bound to assist a court, he may do almost anything he pleases to embarrass or obstruct it without subjecting himself to contempt, if the majority view is correct.

The minority opinion says: "The cases are numerous where persons who fabricate evidence in pending suits have been punished for contempt; and certainly no sound distinction can be maintained between the fabrication of evidence in a pending suit

and the fabrication of evidence with a view to a suit and the immediate consummation of the plan by bringing the suit."

We do not feel so sure about this, except that the filing of a suit upon a fabrication of evidence may become a completed contempt in causing process to issue thereon. But certainly the distinction attempted to be drawn between officers and non-officers appears to have no basis in reason or in fact. The filing of the suit may be a pros tituting of process in the way of oppression and that ought to be a contempt of court by whomsoever caused.

NOTES OF IMPORTANT DECISIONS

TRIAL—PREJUDICE PRESUMED FROM JURORS DRINKING BEER AS AN EXHIBIT IN EVIDENCE.—The Supreme Court of North Dakota holds that where there were exhibited in evidence three quart bottles of beer in a prosecution for maintaining a common nuisance under the liquor laws of the state, that these bottles unopened were without objection taken by the jury to their room and after the jury returned their verdict the bottles were found opened and empty, the verdict should be set aside. *State v. Applegate*, 149 N. W. 356.

It is hard to determine from the facts what figure the bottles supposed to contain beer cut in the case. They were not shown to have held beer and yet the court in setting the verdict aside presumes it was beer and said, "If liquor is drunk after the jury has retired to consider the case," prejudice will be presumed.

There is not a word said about whether the case was a close one or not on the evidence, and we greatly doubt the absolute truth of the principle announced. It is only relatively true as we think many cases show. In these days of non-reversal except for error shown affirmatively to have prejudiced a party, we think it going some ways to hold that three bottles of beer among twelve men would have seriously interfered with proper deliberations of a jury, unless thereby they were obtaining evidence as to whether liquor was kept by defendant, the evidence being doubtful on this point.

Perhaps the court thought that jurors taking advantage of their opportunity should not be allowed to turn the jury room into "a common nuisance" in violation of law and them-

selves ought to have been without sin before casting the first stone at another.

EJECTMENT—ABATEMENT OF ACTION BY DEATH OF DEFENDANT IN POSSESSION.—The Supreme Court of Wisconsin holds, apparently as a general principle of law, that: "The action of ejectment does not survive the death of the sole defendant and occupant of the premises. * * * Hence it cannot be revived against heirs at law or personal representatives claiming only as such." *Illinois Steel Co. v. Rogall*, 149 N. W. 334.

To the same effect, under statute is *Conley v. Sinclair*, Mich., 128 N. W. 182. In the case of plaintiff dying the rule has been decided to be the other way. *Minton v. Steinbauer*, Mo., 147 S. W. 1014. The Michigan case *supra* says a new action may be brought against the heirs. But we imagine its maintenance would be conditional upon occupancy by the heirs.

Though judgment be against defendant it has been held in Missouri that if he die pending appeal, the suit against him abates. *Willson v. Garaghty*, 70 Mo. 517.

The principle of abatement as to defendant dying seems well settled unless statute specifically may otherwise provide, because occupancy manifests personal acts, yet if there is no devolution of inchoate title in possession short of prescriptive period to give title, then possession of an ancestor could not be tacked on to that by an heir to make the requisite time. Of course, if full time has elapsed while the ancestor holds, this has been held to create a descendible title.

Another thought also suggests itself and that is that if the action abates with the death of defendant ancestor, no claim for mesne profits can be recovered of the heir. How may such claim be enforced after his death? May his administrator be sued for use and occupation? It would seem that the estate of decedent might be liable for such a claim, if he had no title and it should be allowed to set off beneficial improvements the same as against mesne profits.

BILLS AND NOTES—ACCOMMODATION INDORSER TAKING NOTE FROM PAYEE WITHOUT NOTICE OF GAMBLING CONSIDERATION.—The rule seems well established that a holder for value without notice of an illegal consideration may transfer enforceable title to one with notice. And this principle is held by Virginia Supreme Court of Appeals to apply to such a holder transferring to an accom-

modation indorser, who has notice of such consideration. *Citizens Nat. Bank v. McDannald*, 83 S. E. 389.

The opinion says the holder in good faith "was entitled to have the whole world for its market," but though an accommodation indorser is entitled to enforce the note as such against a maker, yet this is a statutory right and when he pays a note according to his promise he is not strictly a purchaser. He would seem to stand differently from one who merely knows of the illegality of consideration and does not participate in binding himself originally on account thereof when the note comes into the hands of a purchaser without notice. It seems to us that rather might the indorser be held as being in *pari delicto* with the maker.

A RADICAL ON THE SUPREME BENCH—CHIEF JUSTICE WALTER CLARK, OF NORTH CAROLINA, TAKES AN ADVANCED POSITION ON REFORMING THE ADMINISTRATION OF JUSTICE.

A highly interesting situation resulted at the recent meeting of the North Carolina Bar Association, when two addresses of directly opposite tendencies were put in close juxtaposition on the programme.

Chief Justice Walter Clark, of North Carolina, is a progressive in matters of legal reform, while Hon. Rome G. Brown, of Minneapolis, is a well-known conservative who stands for the old ways. Judge Clark spoke with astounding directness on *Reforming Judicial Procedure*, while Mr. Brown made an eloquent appeal against "Muckraking The Constitution." Both men were evidently under no restraint and shunned all "glittering generalities" in favor of more direct and unequivocal assertions of opinion.

We shall have occasion at a later time to refer to Mr. Brown's thoughtful address, and will at this time comment briefly of Chief Justice Clark's equally interesting address.

In his opening remarks Judge Clark stated that he had written to many mem-

bers of the bar for their views concerning needed reforms in the administration of justice and that the views expressed in the replies received were "quite antagonistic," but that from many of the replies he was permitted to "avail" himself of the many "lights shed upon the subject," although he assumed full responsibility for his conclusions. He says:

"While I have benefited by the suggestions received, I assume entire responsibility for the views that I have reached. I am not assuming to speak with authority upon any point, but am simply expressing the opinion of a citizen and a lawyer upon matters which affect the public and the profession."

Judge Clarke first directs his attention to the "making" and enforcement of the laws and objects to the preponderating influence of the legal profession in the legislative and executive departments of government. He calls attention to the fact that "60 per cent of each house of Congress are lawyers," and that "the same is very nearly true in the state legislatures. He then goes on to say:

"This overwhelming predominance of one profession in the government of this country has not been for the good of the profession, and I am frank to say that I do not think it has been for the welfare of the public. It has placed upon our profession great responsibilities and brought on us the criticism, and indeed, the envy of a large part of those who have been thereby necessarily excluded from a fair share in the government. It has had the same effect as if any other calling, such as clergymen, or physicians, or bankers had obtained the same great predominance in the control of the government."

Judge Clark then proceeds to show why the lawyer is not a good legislator, the chief reason being that he is "just the opposite of what President Wilson calls a 'forward looking' man." Judge Clark here observes:

"Under our system of practice and procedure, a lawyer is trained to look backwards. He is like a surveyor running a

line by stakes behind him. He searches for precedent, and unless he is an exceptional man, the effect of such training is to make him reverence the opinion of some unknown judge, of unknown capacity, and of unknown bias, who happened to be a judge one hundred or two hundred or three hundred years ago or more, when society was far less developed than now, instead of considering the views that would reflect the advanced thought of the times in which we live."

The judiciary also, comes in for their share of criticism since they are also largely to blame for the present popular discontent with the administration by blocking many popular reforms. On this point his views will be regarded by everybody as unusually frank and, by some, as extremely radical. He says:

"But for the help derived from legislation, the course of judicial decisions would be as petrified as the laws of the Medes and Persians, or the mummies which rest beneath the Egyptian pyramids. And even when progressive measures are passed, they are taken on the judicial anvil and often hammered into unexpected shapes, and not infrequently are vetoed, by the most unprogressive members of our unprogressive profession, the judges. These members of our profession have usually attained at least middle age and their personal views of political economy not infrequently are taken by themselves as a true conception of the extent of the legislation which the constitution will permit Congress or the individual states to enact."

In order to make the indictment all inclusive and complete, he charges that the law itself as administered by the courts, lags far behind in the march of progress. On this point Judge Clark says:

"Civilization is simply a search for greater efficiency. The great businesses of the world have revolutionized their methods and adopted better ones. Success depends upon it. Even the farmers are using improved machinery and better methods of planting and cultivation. The same is true of all callings and professions. In the medical profession and in chemistry those leaders who died fifteen years ago,

could they return to life, would feel lost. Governments have improved their systems, armies have new weapons and improved systems of drill. Navies have thrown aside their obsolete vessels of war and have new systems of navigation. Even theology has taken a look ahead and has conformed to the discoveries in geology and astronomy, and has taken notice of the results of scientific investigation. In all the world there is but one profession which stands still, and that is ours. Instead of seeking greater efficiency, we look back as far as possible to discover some dictum of some unknown and unlearned judge of ages past. The most that we have done is to learn at last that our profession and the practice of law have not increased in efficiency and that popular disapproval of our obsolete methods is our portion beneath the sun."

Judge Clark then addresses himself to certain particular reforms not applicable to all the states and some of which have already been adopted in many states, including the right of the state to appeal in criminal causes, the right of three-fourths of a jury to render a verdict and to fix the quantum of punishment, the abolishment of capital punishment except for murder committed by "laying in wait" or by "poison" and for rape. In support of this last suggestion, Judge Clark says:

"The abolition of capital punishment except in the cases I have already named would aid greatly by destroying the sentimental appeals which are so effectively made to the jury in such trials. The greater certainty of the ignominious punishment of imprisonment for life or for a term of years would have a more deterrent effect than the now prescribed remedy of capital punishment, which is so rarely administered, and, in fact, never when the person is a man of means or influence."

The present unscientific methods of jury practice in criminal cases is held responsible, by Justice Clark, for the many of the shameless miscarriages of justice that has brought such unenviable distinction on the administration of criminal law in this country, and which has been followed by a virtual "carnival of crime" in America in

recent years. On this point Judge Clark says:

"Our jury system, with its overwhelming preponderance of peremptory challenges in favor of the prisoner, and the many technical grounds upon which a new trial may be ordered, and the impossibility of reviewing errors made by the judge, if committed in favor of the prisoner, are responsible for our greater number of homicides, and consequently for the lynchings which, unknown in Europe, are here the crude attempt of the public to protect themselves when the law does not. No man who has had the means to procure the services of able counsel and who had influential friends has been executed in North Carolina for any crime within one hundred years past. With twenty-three challenges without cause (now reduced somewhat in number), some one could always be gotten on the jury to hang it or to procure a compromise verdict, if not an acquittal. The trial in such cases has usually amounted to a small fine assessed upon the murderer in the shape of a fee for his counsel, and a fine many times larger in the shape of costs assessed upon the public for trying him. The remedy for this state of things is to abolish altogether the discrimination in the number of challenges, the enactment of provisions for a struck jury, the granting an appeal to the state equally with the defendant in all criminal cases, and the prohibition of new trials on appeal except when the error is as to a matter which plainly caused the erroneous verdict."

Civil practice also needs reforming, according to Judge Clark. And among others he suggests the wiping out of all distinctions in the forms of action, the immediate transfer of a case to the proper jurisdiction when brought originally in the wrong court, summons returnable to the clerk instead of the court, with power on the clerk to enter judgment when there is no real defense, requiring specific denials in all cases and imposing costs upon a defendant for denying an allegation of the petition which he ought to have admitted, especially in cases of ejectment.

Another remedy suggested by Judge Clark is a provision for a struck jury, thus

abolishing the inexcusable delays often experienced in selecting a jury in open court. On this point Judge Clark says:

"The spectacle often presented of days taken to procure a jury in capital cases strikes all intelligent men as inexcusable. It shows an utter lack of efficiency. The best remedy for this is what is known as a struck jury. In capital cases, and, indeed, in all other cases where either party desires it or the judge shall so order, a venire is drawn, in the presence of parties or their counsel, by the clerk beforehand. As each name comes out of the box, objections for cause may be shown until there are twenty-four names left on the panel, and then each side, whether in criminal or civil cases, has the right to strike off six names without cause shown, and the twelve remaining jurors are certified and summoned to be in the court room when the case is called for trial. In this way no one loses time from his business to attend court because he is on a venire. Only the twelve attend who are selected. To prevent the possible absence by unavoidable cause of any of the twelve, fourteen or even sixteen may be left on the panel and summoned, of whom at the trial the parties can alternately reject without cause until twelve are left."

The final suggestion of Justice Clark refers to the growing public irritation against the right of a bare majority of a supreme court holding unconstitutional an act of the legislature. His suggestion, which has been received in much favor in some quarters as a possible antidote to the agitation for the recall of judicial decisions, is to require a unanimous opinion of the appellate court before any act shall be held unconstitutional. On this point Judge Clark's views are well known, but it will be well to set them forth at length in order that his position may not be misunderstood by those who have frequently criticised them. Judge Clark said on this point:

"Another matter which I have not time to discuss is the power exercised by the courts, without any authority named in the Constitution of setting aside statutes on the ground that they are unconstitutional. If a legislature should not observe the Con-

stitution in the enactment of statutes, the supervision lies with the people in electing another legislature or congress. It is impossible that we should continue to permit three judges at Raleigh or five judges at Washington to set up their views in opposition to the executive, to the legislature and the public opinion that is behind the latter and by a majority of one vote negative the public will. This situation has brought about the adoption of the recall of the judges in eight states and the movement will spread unless this assumption of authority is abandoned. Some years ago in an address before your body at Morehead, I expressed the opinion that the safest remedy was a constitutional amendment that the judges should not set aside an act of the legislature if more than one judge dissented. This provision has since been incorporated into the Constitution of Ohio. Some day the question may be presented in North Carolina. We had a narrow escape a dozen years ago when it was contemplated that a majority of the supreme court of this state might hold the suffrage amendment, known as the 'Grandfather Clause,' unconstitutional and invalid. It may be well for thoughtful lawyers to consider what is the most appropriate remedy before it is sharply and unexpectedly presented."

A. H. ROBBINS.

THE TAKING OF PRIVATE PROPERTY FOR THE CONSTRUCTION OF IRRIGATION DITCHES, CANALS OR FLUMES, IN THE ARID AND SEMI-ARID STATES.

In those states where land is of little value except when irrigated, the constitutions of some of them and the statutes of others have given the right to one person to go upon the land of another for the purpose of building irrigating ditches.¹ The manner of exercising the right is regulated by statute; the existence of the right was recognized before it was expressed in constitutional and statutory form and it sprang

(1) See constitutions and statute of Arizona, California, Colorado, Idaho, Kansas, Montana, Nebraska, Nevada, New Mexico, Oregon, S. Dakota, Texas, Utah, Washington, Wyoming.

from the local necessities of an arid country.² The right is said to exist irrespective of statute and would survive though the statute were repealed.³

The first of the statutory regulations in Colorado⁴ provides: That where any person has lands used for agricultural purposes and cannot get water upon such lands with which to irrigate them, he is entitled to a right of way through the lands of others for that purpose; while the next section⁵ provides: that the right of way shall be sufficient for the purposes mentioned but must not be extended beyond them.

It will be noticed that no mention is here made of compensation for the right of way, but, as has been stated, these are but regulating requirements, while the constitution provides that compensation must be paid for the privilege of taking another's land.

A person in order to avail himself of this right, must bring himself strictly within the requirements of the statute. In the Colorado case of *Ortiz v. Hansen*,⁶ the latter, on behalf of himself and others similarly situated and as a trustee of the public, brought suit against Ortiz for the purpose of acquiring a part of his land for ditch purposes for irrigation but failed to bring himself within the purview of the statute. It was said in this case that, "the right which he here asserts is not conferred by it. . . . He has not brought these proceedings for his own benefit solely. In a representative capacity, as well as in his own right and as a trustee of the public, whatever that means, he seeks to acquire lands of respondents for the purpose of making an artificial channel for a natural stream which has been wrongfully obstructed, which will enable him, in his individual capacity, to utilize an individual right. . . . The sovereign power of eminent domain may be delegated by the constitution or the

legislature and property of every kind, whether public or private, may be taken for an authorized public or private use. Our constitution and the statutes passed in pursuance thereof, have, as we have said, conferred upon private persons the right to take land for private use, such as ditches for the irrigation of agricultural lands. authority whether found in the constitution or statute, must be strictly construed and limited to the persons and the uses specified and must not be extended."

Right of Way—How Acquired—Upon the refusal of the owners of tracts of land, through which a right of way is proposed to run, to allow its passage through their property, the person or persons desiring to open such ditch may proceed to condemn and take the right of way therefor under the eminent domain acts.⁷ The statute permits the right to condemn another's land for a right of way for an irrigation ditch, but does not give the right by mere force of the statute. Before the right may be exercised, proper proceedings in eminent domain must first be exercised.⁸

The right of way may be acquired by parol contract,⁹ by prescription,¹⁰ by conveyance or by condemnation under the statute. A verbal license granting a right of way and the ditch constructed and money expended upon it, makes a valid executed license that cannot be revoked,¹¹ and such a contract is not within the statute of frauds.¹² The irrevocability of an executed license for the building of an irrigation ditch is deduced from the doctrine

(7) This is substantially the Colo. Statute, Sec. 3169, 1908.

(8) *Emerson v. Eldorado Ditch Co.*, 18 Mont. 247, 44 Pac. 969.

(9) *Yunker v. Nichols*, 1 Colo. 551; *Schilling v. Rominger*, 4 Colo. 100.

(10) *Quillan v. Noble*, 75 Cal. 250, 17 Pac. 69; *Coventon v. Siefert*, 23 Ore. 548, 32 Pac. 508.

(11) *Yunker v. Nichols*, 1 Colo. 551, and affirmed in *Schilling v. Rominger*, 4 Colo. 100; *DeGraffenried v. Savage*, 9 Colo. App. 131, 47 Pac. 902; *Croke v. Am. Nat. Bk.*, 18 Colo. App. 3, 70 Pac. 229.

(12) *Tynon v. Despain*, 22 Colo. 240, 43 Pac. 1039; *McLure v. Koen*, 25 Colo. 284, 53 Pac. 1058; *Combs v. Slayton*, 19 Ore. 99, 26 Pac. 661.

(2) *Yunker v. Nichols*, 1 Colo. 551; *Schilling v. Rominger*, 4 Colo. 100.

(3) *Ibid.*

(4) R. S. '08, Sec. 3167.

(5) R. S. '08, Sec. 3168.

(6) *Ortiz v. Hansen*, 35 Colo. 100, 83 Pac. 964.

of estoppel in pais; he who by his conduct and admissions induces another to act cannot afterward be permitted to assert to the contrary to the injury or prejudice of the party who has already acted upon good faith in the belief created by him.¹³

In some of the states, as in Colorado,¹⁴ it is provided: (a) that no tract of land, without the written consent of the owner, shall be burdened with two or more ditches when one can feasibly and practically carry all the water necessary to be conveyed; (b) when it is found necessary to construct a second ditch, the shortest practical route must be selected; and, (c), when a ditch has been constructed, the owner or owners shall not prevent its enlargement by others. In Utah,¹⁵ when a ditch is to be enlarged, the work must be done between the first day of October and the first day of March, unless the owner gives his consent that the work be done at some other time. Wyoming¹⁶ has a similar law to the Colorado statute, concluding, however, with the proviso that, in the construction, keeping up and using any ditch through the lands of another person, the person or persons constructing or using the ditch, or whose duty it is to keep the same in repair, shall be liable to the person owning or claiming such land for all damages accruing to such person by reason of said construction, keeping up and using such ditch.

The reasons for the enactment of these restrictions are set forth in the cases¹⁷ and are substantially as follows:

In the early days of some of the western states, when their principal industries consisted of mining and stock raising, any number of farmers cultivating tracts of land below, whenever it became necessary for them to bring water through the lands of another lying above in order to obtain sufficient fall of water for the purposes of

irrigation, might each condemn a right of way for the construction of a separate ditch through such lands, thus burdening the servient estate with one ditch after another until its value would be greatly reduced, or, perhaps, totally destroyed, with no authority in the proprietor to prevent the same. With the increase of settlement and the growth of agricultural interests overshadowing as they have the mining and stock raising industries and the subsequent rise in value of farming lands, a change in the law became necessary and, in obedience to this demand, the above mentioned laws were passed.

Four main points are apparent under the sections of statutes set out above: *First*, that the ditch to be constructed or the enlargement made must be one passing entirely through the lands of the servient estate. *Second*, that it must not be one (where enlargement is asked) constructed by the owner of the servient estate for the improvement of his own land and for his own convenience—the statute speaks of the burden to the land and not of its improvement by the construction of two or more ditches. *Third*, that in the condemnation of the right of way, the least possible inconvenience and injury must be inflicted upon the owner of the servient estate. *Fourth*, the ditches constructed or the enlargement made must be strictly private ditches.

Provisions similar to the Colorado act are found in the statutes of Oregon and Nebraska relating to ditch companies. The Nebraska statute, which provides that "no tract of land shall be crossed by more than one ditch," etc., is somewhat more general in its terms than that of Colorado, and is held to include the property of corporations as well as natural persons.¹⁸

Mere inconvenience that might be caused by constructing and maintaining a headgate is not sufficient to burden another's land with an extra ditch; it must be one of practical necessity.¹⁹

(13) *Yunker v. Nichols*, 1 Colo. 551, 562.

(14) R. S. Colo., Sec. 3170, 3171, 3172.

(15) R. S. 1898, Sec. 1278.

(16) R. S. 1899, Sec. 897.

(17) *Downing v. More*, 12 Colo. 316, 20 Pac. 766; *Junction, etc., Co. v. City of Durango*, 21 Colo. 194, 40 Pac. 356.

(18) *Long on Irrigation*, Sec. 63.

(19) *Boglino v. Gioletta*, 20 Colo. 338, 87 Pac. 612.

As has been stated, the statute must be strictly construed. In a case where a municipal corporation sought to enlarge a ditch owned by a company incorporated for the purpose of conveying water from a creek to the people of a town, it was held that the ditch did not come within the statute for the reason that it was one used for the carriage of water for hire for people generally and was at least *quasi* public; that only strictly private ditches, such as are used to convey water across the land of another to irrigate the adjoining land of the person or corporation owning the ditch or enlargement came within the statute.²⁰

The mere fact that a ditch company is incorporated, does not take it out of the category of strictly private ditches, and, therefore, exempt it from the operation of the statute.²¹ The fact that a contemplated ditch runs parallel with another ditch for many miles and greatly damages it, is not sufficient to prohibit the construction of the other ditch.²² In an action brought to condemn a right of way for an irrigation ditch extending from the lower end of a certain irrigation ditch upon defendants' land to plaintiff's land for the purpose of catching and carrying the waste and surplus waters from defendant's land, the statute was held not to apply.²³

Extension of Right of Way for Ditches Up Stream. (Colorado).—When in case the channel of any natural stream shall be so cut out, lowered, turned aside or otherwise changed for any cause as to prevent any ditch, canal, or feeder of any reservoir from receiving the proper inflow of water to which it may be entitled from such natural stream, the owner or owners of such ditch, canal, or feeder shall have the right to extend the head of such ditch, canal, or feeder

to such distance up the stream which supplies the same as may be necessary for securing a sufficient flow of water into the same, and for that purpose shall have the same right to maintain proceedings for condemning a right of way for such extension as in the case of constructing a new ditch, and priority of right to take the water from such stream, through such ditch, canal, or feeder, shall remain unaffected in any respect by reason of such extension, provided, however, that no such extension shall interfere with the complete use or enjoyment of any other ditch, canal or feeder.²⁴

This statute has not been directly construed by the appellate courts of Colorado. It is referred to in the case of *Crisman v. Heiderer*.²⁵ This case, along with others construing other sections referred to in this article, gives the same strict construction to all matters relating to changing the point of diversion of water; that the acquiring of an easement in land to secure the benefits of an appropriation of water must be held to the narrowest limits compatible with the enjoyment of the use of water.

JOHN E. ETHELL.

Glenwood Springs, Colorado.

(24) R. S. 1908, Sec. 3173.

(25) *Crisman v. Heiderer*, 5 Colo. 589, 596.

MASTER AND SERVANT—FELLOW SERVANT.

WINN v. FULTON BAG & COTTON MILLS.

Court of Appeals of Georgia. Aug. 22, 1914.

82 S. E. 586.

"Except in case of railroad companies, the master is not liable to one servant for injuries arising from the negligence or misconduct of other servants about the same business." Civ. Code 1910, § 3129. Where two employees are in the same service and subject to the general control and direction of a common master, though each receives his orders from a different superior, and the labor of each is exerted for the furtherance of the general purposes of the business for which they are employed, they are "fellow servants" within the meaning of the rule above stated, notwithstanding "they may

(20) *Junction, etc., Co. v. City of Durango*, 21 Colo. 194, 40 Pac. 356.

(21) *Sand Creek Lateral Irrigation Co. v. Davis*, 17 Colo. 326, 29 Pac. 742.

(22) *San Louis Land, etc., Co. v. Kenilworth Canal Co.*, 3 Colo. App. 248, 32 Pac. 860.

(23) *Schneider v. Schneider*, 36 Colo. 518, 86 Pac. 347.

and so far removed from each other as that one can in no degree control or influence the conduct of the other."

WADE, J. Winn brought suit against the Fulton Bag & Cotton Mills, a corporation, alleging that while in the employ of the defendant he suffered permanent personal injury through the gross negligence and carelessness of defendant, its servants, agents or employees. He alleged that he was engaged, in the line of his duty, in rolling, moving, or carrying empty "beams," made in the form of spools of iron or some other metal, with a point on each end thereof, from one part of the defendant's factory to another part, and that in so doing it was necessary for him to take the said beams or metal spools through a swinging door, made in two parts and opening from the middle, both parts of which remained closed except when he or others were passing through it; that while he was passing through the said swinging door, and while traveling to the right, another employee of the defendant, coming from the opposite direction, approached and undertook to pass through the same door just as the plaintiff reached it, and carelessly struck and pushed it against the large metal spool with sharpened ends, which the plaintiff was moving and carrying, and knocked the said spool or beam against the plaintiff's foot, ankle and leg, seriously injuring him, as described in his petition; that the employee who thus negligently and carelessly failed and refused to keep to the right, and to push the door on the right, and thereby caused the plaintiff to suffer the injury alleged, knew that the plaintiff was engaged in carrying the said empty spool at the said time and place, and knew that the plaintiff was likely at any moment to pass through, or undertake to pass through, the said swinging door, but nevertheless failed and refused to exercise proper care in passing through the door to his right and to the left of the plaintiff, and that had he exercised such care, the plaintiff would not and could not have been injured. The following allegations were made by the plaintiff in an effort to escape the operation of the fellow servant law:

"Petitioner further shows that said employee and petitioner were working in separate and distinct departments of defendant's factory, and did not work together in the same line of business; that said other employee was carrying or hauling quills; that he did not get said quills at the same point in said factory where petitioner got said empty beams; that he did not carry and deposit them where petitioner was carrying and depositing said beams; that they

came from opposite parts of said building, and deposited them in different parts of said building; that they did not work under the same boss, but under separate and distinct bosses."

The defendant demurred on the grounds that the petition set forth no cause of action, and that it showed that the injury complained of was caused by the negligence of a fellow servant. The demurrer was sustained, and the plaintiff excepted.

The only question for determination in the case is whether or not the plaintiff and the employee through whose carelessness he suffered the injury complained of were fellow servants, within the meaning of Civil Code, § 3129. The plaintiff appears to rely on the case of *Cooper v. Mullins*, 30 Ga. 146, 76 Am. Dec. 638, in which the following rule is laid down:

"The doctrine that servants of the same master cannot have redress against the master, for the consequences of each other's negligence in his service, being founded upon the policy of making each servant interested in the good conduct of the rest, cannot apply to a case where the respective situations of the servants allow no opportunity for the exertion of a mutual influence upon each other's carefulness."

However, in *Brush Electric Light & Power Co. v. Wells*, 110 Ga. 192, 35 S. E. 365, Chief Justice Fish, speaking for the court, says:

"It will clearly appear from an examination of that case (*Cooper v. Mullins*, supra) that what the learned judge who delivered the opinion of the court said upon the subject of the foundation of the above-stated rule was merely obiter, as the question of fellow-servants was not involved in the case."

The case of *Brush Electric Light & Power Co. v. Wells*, supra, was an action for the homicide of an experienced lineman, who, while properly engaged in work on the wires of the defendant company, was killed by an electric shock from the wires, on account of a mistake of the engineer at the power house of the defendant, in turning on the electric current without giving the accustomed notice by blowing a whistle. The deceased and the engineer whose alleged negligence brought about his death were held to be fellow servants, notwithstanding they were employed in different departments of duty, and were so far removed from each other that one could in no degree control or influence the conduct of the other. In *Georgia Coal & Iron Co. v. Bradford*, 131 Ga. 289, 62 S. E. 193, it appeared that the defendant was engaged in operating a furnace plant, and employed the plaintiff, at a stated price per day for himself and a team of mules, to assist other teamsters in hauling a boiler

from the said plant to a point 10 or 14 miles distant, where it was to be employed in getting out coal for use in the locomotives and furnaces of the defendant. In passing through the yards of the furnace plant, from the point where he had hitched his mules, he crossed a railroad track running through the yards and used by the defendant in connection with the furnace plant, and he was struck and thrown from the track by the rear end of an engine, used in hauling products from the furnace, which was then backing along the track on its way to a water tank, and he thereby sustained injuries which he alleged were occasioned solely by the negligence of the defendant's servants who were operating the engine which struck him. The court held that:

"When Bradford became a servant of the defendant, operating a coal and iron business, to engage as a day laborer in removing a boiler from the furnace plant of that company to its coal mines, for use at the latter in getting out coal to be consumed in the furnace and locomotive of the defendant, in law he became engaged in the same business, under a common master, with all other servants connected with such coal and iron business, and was, with respect to the crew operating the engine which struck him, a fellow servant to whom the master is not legally liable for any injuries resulting from negligence on their part."

In *Railley v. Garbutt & Co.*, 112 Ga. 288, 37 S. E. 360, the defendants owned a sawmill, and operated a railroad in connection with it, to haul logs from the woods to the mill, and to transport their employees from their mill to the woods. The plaintiff was employed as a stock cutter, and, while riding on this train, was injured on account of the alleged negligence of the engineer in charge of it. The court held that the plaintiff and the engineer were fellow servants. See, also *White v. Kennon & Company*, 83 Ga. 343, 9 S. E. 1082; *Ellington v. Beaver Dam Lumber Co.*, 93 Ga. 53, 19 S. E. 21.

As pointed out in *Georgia Coal & Iron Co. v. Bradford*, supra, the "conassociation or departmental rule" does not apply in this case, and under the doctrine adhered to by our Supreme Court there is an implied contract on the part of the servant that he assumes the ordinary risks incident to his employment, among which is the danger of injury through the negligence of a fellow servant properly selected by the master to engage in the same common employment.

"Such common employment is coextensive with the scope of the business in which such servant contracts to engage."

It is sought to bring this case under a different rule by the allegation in the eighth paragraph of the petition, which appears above, that the plaintiff and the employe through whose negligence he was injured were working in separate and distinct departments of the factory of the defendant, and were not working together in the same line of business, since the other employe was hauling quills which he obtained at a different point in the factory from the point where the plaintiff obtained the empty beams, and was depositing them in a different part of the building from that in which the articles carried by the plaintiff were deposited, and also that they did not work under the same boss, but worked under separate and distinct bosses. Diversity of duties or departments is not sufficient to exclude the defense of common employment, under the doctrine accepted by the large majority of our courts of last resort, and approved by our Supreme Court, as appears from the cases already cited and from many others on the same line. As expressed in 4 *Labatt on Master and Servant* (2d Ed.) § 1421, under this theory or doctrine:

"The plaintiff is precluded from recovery wherever the functions which he and the negligent co-employe were discharging, although not identical, or even similar, in character, were yet such that the two servants were 'contributing directly to the common object of their common employer' in that enterprise for which their services were engaged. Or, to employ terminology which is frequently found in the books, the injured servant's right to recover does not depend upon the fact that he may have been in a different department of the service from the delinquent."

The case of *Bain v. Athens Foundry & Machine Works*, 75 Ga. 718, relied upon by counsel for plaintiff in error, was discussed and distinguished in *Brush Electric Light & Power Co. v. Wells*, supra, by Justice Fish, and the fact that it had been so distinguished is referred to by Justice Cobb in *Colley v. Southern Cotton Oil Co.* 120 Ga. 258, 261, 47 S. E. 932. In the last-named case the court says:

"Employees in the service of and subject to the same general control and direction of a common master, and whose labor conduces to the same general purpose, are fellow servants, although they may be employed in different departments of duty, and so far removed from each other as that one can in no degree control or influence the conduct of the other."

The doctrine as therein set forth is now the settled law of this state. See, also, *Roland v.*

Tift, 131 Ga. 683, 63 S. E. 133, 20 L. R. A. (N. S.) 354.

It is apparent from the petition that both the plaintiff and the negligent employe of the defendant were engaged in the same factory and aiding in the conduct of the same business, and, while it is alleged that they were each controlled by a different "boss," it still appears that they were serving the same master, and the fact that each received his orders from a different superior who was an agent of the master would not operate to exclude the defense of co-service, where the other elements of that defense are present. *Slater v. Jewett*, 85 N. Y. 61, 70, 39 Am. Rep. 627; *Adams v. Iron Cliffs Co.*, 78 Mich. 271, 44 N. W. 270, 18 Am. St. Rep. 441; *Chicago & A. R. Co. v. Murphy*, 53 Ill. 336, 5 Am. Rep. 48. See, also, 4 *Lablatt's Master and Servant* (2d Ed.) p. 471, § 1421. It is not essential, in order to render employes fellow servants, that the same foreman or "boss" have charge of them both. *Trcka v. Burlington, C. R. & N. R. Co.*, 100 Iowa, 205, 69 N. W. 422; *Jackson v. Lincoln Min. Co.*, 106 Mo. App. 441, 80 S. W. 727; *Taylor v. Washington Mill Co.*, 50 Wash. 306, 97 Pac. 243. If they are subject to the same general direction and control of a common master, and their labor conduces to the same general purpose, they are fellow servants, notwithstanding they may be employed in different departments of duty and under the immediate direction of different superiors, acting under the same common master. The plaintiff showed that he was injured by the negligence of a fellow servant and without any contributory negligence of the master. It is not contended that the negligent servant who inflicted the injury upon the plaintiff was the master's representative, but clearly the act complained of was done by him in his capacity of a servant, and not as a representative of the master. Hence the demurrer was properly sustained.

Judgment affirmed.

ROAN, J., absent on account of sickness.

NOTE.—*Fellow Servants Under the "Departmental Doctrine."*—The instant case appears to us to pursue the plan of cutting a Gordian Knot of never ending distinctions, if anything like what is known as the "Departmental Doctrine" is attempted to be applied. The phrase "servants about the same business" has no very great definiteness about it. It might be held to mean the one general business that a corporation was engaged in, which would include its office force and its force in its mechanical or manufacturing or transportation department. Or it might as well be held the main purpose of the business which would exclude from fellow servant employment accessory departments to this main purpose. In the instant case the duties of the two employes

would seem as distinct as we have above stated—the injured employee was engaged in the manufacturing department, and the employee causing the injury was in the transportation of material to that department.

In 4 *Labatt on Master and Servant*, the various theories of the reason for exoneration of the master for injury to one servant by another of his servants are given consideration to the extent of thirty-five pages and there are hundreds of cases cited and scores of situations shown to have been determined. We feel that it would be of little advantage to our readers to cite authority on this question; it is so variant. In addition, there are extensive annotations in 13 L. R. A. (N. S.) 742; id. 1196; 20 id. 354; id. 1180; 28 id. 367; 41 id. 156; 21 Ann. Cas. 301.

An early case in this is that of *Farwell v. Boston & W. R. Corp.* 4 Met. 49, 38 Am. Dec. 339, which ruled for the departmental doctrine, should have been declared by other courts, though the injuring servant belonging to the same department might not be conclusive of his being a fellow servant. See *Worder v. B. & O. R. Co.*, 32 Ind. 411, 3 Am. Rep. 143; *Brodeur v. Valley Falls Co.*, 16 R. I. 448, 17 Atl. 54; *Roberts v. R. Co.*, 33 Minn. 218, 22 N. W. 389; *L. & N. R. Co. v. Stuber*, 108 Fed. 934, 48 C. C. A. 149, 54 L. R. A. 696, and numerous other cases to the same effect.

But in the variety of decision on this subject and its abundance—every state having about formed its own rule on this subject—decisions from other states have ceased to carry any persuasive force, and each practitioner must resort to the line of cases in his own state for his governance.

It may be said the fellow servant rule comes down from common law days, when in a general sense it might well have been thought, because of small establishments, that all servants came into near relations with each other and any negligence by one reacted to the danger of all. In this way it came to be thought, that the negligence of one servant should be taken as ordinary risks in employment. Each servant could see for himself whether another servant was skillful or unskillful, careful or careless, and if he continued to work with him he assumed the risk. When business grew and its ramifications increased and the work of the servants became specialized as to features thereof, so that one servant could possibly know nothing about what other servants did, if anything, the keeping of fit servants resembled more the maintaining of a safe place to work. There was no longer any obvious unsafeness in another servant's negligence, because a servant injured thereby might never know that he was negligent. Yet the working place may have been rendered unsafe. The initiative and discretion of individual servants decreased and their efforts became smaller contributions to the ultimate end in view. As workmen become more like machines, their negligence became more like the false running or working of machines. The rule of fellow servants gets away from the real facts the more that invention aids in manufacture or transportation. It seems archaic to endeavor to apply it, and the fact that such statutes as that, in the instant case regarding railroads exist

shows this truth. It is just as evident that a cotton mill may have distinct departments as that a railroad may have, and why there should be abolished the fellow servant rule altogether as to a railroad company and a non-recognition of a departmental rule as to such a business as a cotton mill, is not easy to be understood.

C.

ITEMS OF PROFESSIONAL INTEREST.

ADVERTISEMENT BY TRUST COMPANY TO DRAW WILLS AS PRACTICING LAW.

In New York cases have arisen where the courts have held that a corporation cannot advertise to practice law, but whether the drawing of wills is the practice of law seems not to have been held.

At all events it might well be thought that a corporation should not be allowed to hold itself out to the world as expert in this line of work and the reason therefor well appears from an extract from an address by former Attorney General Wickersham, delivered before the Chicago Bar Association, as follows:

"Any one traveling to-day in the New York subway railroad may read among the advertisements that ornament its cars that of a prominent title and trust company which invites the reader to select it as the trustee of his last will and testament, and proffers the services of its counsel to prepare for him that solemn instrument. Nothing could better illustrate the change which our modern civilization has wrought in the attitude of the public towards the lawyer than such an advertisement, exhibited in hundreds of cars to countless thousands of readers—no doubt with great profit to the incorporated trustee. What is to become of the old-time relation of mutual confidence and esteem between counsel and client if the most sacred and solemn act of life shall be dealt in as merchandise, and formulated by the employes of incorporated commercial companies instead of by the trusted adviser and friend of a lifetime, the repository of family secrets, the moderator of asperities, the harmonizer of difficulties, the wise guide who restrains the angry parent or the jealous husband from irreparable acts of injustice and from testamentary declarations which may constitute legacies of hate? Only the bar itself can prevent the immeasur-

able loss of civilization which would follow the debasement of its true functions to a merely mercantile basis."

If it is unethical for an attorney to advertise for business, surely it ought to be true that a corporation should not be allowed to advertise it will furnish its customers with a lawyer. If statutes require a certain degree of proficiency to practice law, the license to practice is not a matter that should be put upon the bargain counter of a trust company. Should the "hired man" of a trust company do such work? Perhaps his license to practice may have been revoked.

BAR ASSOCIATION MEETINGS FOR 1915—WHEN AND WHERE TO BE HELD.

Kansas—Topeka, latter part of January.
Maine—January 13th.

New York—Buffalo, last week in January.

South Dakota—Pierre, January 13-14.

Vermont—Montpelier, January 5.

BOOKS RECEIVED

Compiled Statutes of the United States, 1913. Embracing the Statutes of the United States of a General and Permanent Nature in force December 31, 1913. Incorporating under the headings of the Revised Statutes the subsequent laws, together with explanatory and historical notes. Compiled by John A. Mallory, assisted by members of the publisher's editorial staff; in five volumes. Price, \$25.00. St. Paul. West Publishing Company, 1914. Review will follow.

Bouvier's Law Dictionary and Concise Encyclopedia. By John Bouvier. Third revision (being the eighth edition). By Francis Rawle, of the Philadelphia bar. In three volumes. Price, \$19.50, Kansas City, Mo. Vernon Law Book Company. St. Paul, Minn., West Publishing Company, 1914. Review will follow.

Good Will, Trade-Marks and Unfair Trading. By Edward S. Rogers, of the Chicago Bar. Non-resident lecturer on the Law of Trade-Marks in the University of Michigan. Price, \$2.50. A. W. Shaw Company, Chicago, New York, London. Review will follow.

BOOK REVIEWS.

WORDS AND PHRASES—SECOND SERIES.

Just ten years after the compilation entitled "Words and Phrases" appears the second series thereof. The definitions given are as found in decided cases, and these not only are useful as definitions but the authorities given are very much in point in a brief.

Take for example the phrase "Actual Damages" and we find it defined generally and specially in ten paragraphs, and upon authority of twenty cases.

Take the phrase "Bona Fide" and definition is given as to its general meaning then as to "Claimant," "Creditor," "Employee," "Freeholder," "Holder," "Mortgagee," "Occupant," "Purchaser," "Resident" and "Stockholder." What more natural than to expect a wealth of authority in any question of this kind.

On glancing through the headings one is filled with wonder as to how often definitions are required and how they inhere into the very construction of law governing cases.

There are four volumes of this second series, all of handsome appearance in their binding of law buckram, and come from West Publishing Co., St. Paul, 1914.

AMERICAN ANNOTATED CASES, 1914, C.

This series, begun in 1912 as the successor immediately of American State Reports and mediately of what is known as the Trinity Reports, continues, in the C or third volume of 1914 its judicious selection of cases and their full annotation, the cases being taken from the state and federal courts and from the courts of England and Canada.

We have spoken so often of this series in the columns of this journal, that it looks like the telling of an oft told tale again to speak of this number. There is infinite variety in the cases treated, unfolding as they arise and the annotation is an excellent endeavor to keep the course of precedent clear and disclose its application to the new conditions in a progressive age.

We should be content here to say that we know of no more careful annotation and discussion by editors than have appeared and promise to appear in these volumes, which go to the professional world with the imprimatur of the excellent staff of standard houses like Bancroft-Whitney Company, San Francisco, and Edward Thompson Company, Northport, Long Island, N. Y., this number being the third volume of 1914.

HUMOR OF THE LAW.

A sailor was called into the witness box to give evidence. "Well, sir," said the lawyer, "do you know the plaintiff and defendant?" "I don't know the drift of them words," answered the sailor. "What! not know the meaning of 'plaintiff' and 'defendant?'" continued the lawyer. "A pretty fellow to come here as a witness. Can you tell me where on board the ship it was this man struck the other?" "Abaft the binnacle," said the sailor. "Abaft the binnacle," said the lawyer, "what do you mean by that?" "A pretty fellow you," responded the sailor, "to come here as a lawyer, and don't know what 'abast the binnacle' means."—Case and Comment.

The Supreme Court of Missouri was hearing the long-winded argument of a verbose attorney. The hands on the clock were nearing the hour of three. At three o'clock a momentous event was to occur. The game of baseball was to be called.

The Jefferson City team intended to obliterate the men from hated Sedalia—Sedalia that had attempted to remove the capital from the ancient and glorious Jefferson City. Three thousand persons had gathered to see the Sedalians murdered, saused, destroyed. The waves of hatred, excitement and anxiety vibrated through the atmosphere for twenty miles east, west, north, south, up and down.

The judges on the bench began to fidget in their seats. The hour had rested at three, the minute hand was tarrying toward the twelve. The arguing attorney was perfectly oblivious of the fearful strain pulling on the judicial minds. He talked on and on. Then came the earthquake. The minute hand reached twelve. The Chief Justice arose with an activity not congruous with the usual judicial dignity. As he started for the little door in the rear of the court room, there floated back the succinct sentence: "Court's adjourned." The remaining justices quickly followed the leader. The attorney stood solitary and alone in the midst of a vacant hall. He walked slowly out the front door, saying unprintable things to himself.

Outside were a crowd of lawyers, laughing at the little tragedy that they had just witnessed.

"What's the matter, old man, did they cut you off?" asked one.

"Yes," answered the disgusted pleader, "by Hades! they cut me off right in the middle of the word 'it!'"—*Green Bag*.

WEEKLY DIGEST.

Weekly Digest of ALL the Current Opinions of ALL the State and Territorial Courts of Last Resort, and of all the Federal Courts.

Arkansas	21, 46
Connecticut	86
Delaware	53, 78
Georgia	14, 30, 57, 59, 61
Maryland	9, 26, 44, 54, 56, 58, 82
Missouri	31, 37, 39, 64
Montana	72, 75
New Jersey	15, 41, 85
New York	4, 8, 18, 25, 28, 36, 40, 50, 51, 70, 71, 77, 79, 83, 84.
North Dakota	49, 66
Ohio	34, 80
Oklahoma	42
Oregon	11, 20, 48, 69
Pennsylvania	52, 65, 87
South Carolina	27
South Dakota	13
Texas	29, 47
U. S. C. C. App.	2, 3, 6, 7, 12, 16, 17, 23, 24, 33, 43, 45, 55, 60, 62, 63, 68, 74, 81.
United States D. C.	1, 5, 19, 73
Utah	32, 38
Washington	10, 35, 67, 76
West Virginia	22

1. **Bankruptcy**—Accommodation Indorser.—An accommodation indorser of a note for the accommodation of a corporation not fully organized for want of the filing of a certificate of organization, as required by state statute, held entitled, on paying the note, to an allowance against the corporation, becoming bankrupt, for the amount thereof.—*In re Halsey W. Kelley & Co., Inc.*, U. S. D. C., 215 Fed. 155.

2. **Concealment**—Where a bankrupt was examined before a special commissioner and failed to produce the cashbook of the bankrupt firm, testifying that he last saw it in the firm's office, but did not take it, such evidence did not indicate on its face falsity or concealment sufficient to justify contempt proceedings in the absence of a certificate of the commissioner that he was persuaded that the witness' statements were false and that he was guilty of concealment.—*In re Cantor*, U. S. C. C. A., 215 Fed. 61.

3. **Consignment**—Where a banker's agent furnished credit to importers to purchase silk, taking title in the name of the banker, and the silk, through intermediate transfers, on consignment came to a bankrupt, the payment never having been made, either to the consignor or to the banker, and its title never having been transferred, it was entitled to recover the silk from the bankrupt's trustee.—*Roth v. Smith*, U. S. C. C. A., 215 Fed. 82.

4. **Discharge**—Obligation on forfeited bail bond held not provable in bankruptcy and not discharged by the bankrupt's discharge, and the bankrupt was not entitled to a discharge of record of a judgment on such bond under Debtor and Creditor Law, § 150.—*In re Weber*, N. Y., 106 N. E. 58.

5. **Homestead**—Where an owner of a business homestead assigned it for the benefit of

creditors, and the assignee conducted the business and the owner for nearly two years, until adjudged a bankrupt, did not engage in any business in which the premises would have been useful to him, he could not claim the property as a business homestead.—*In re Martin*, U. S. D. C., 214 Fed. 1012.

6. **Involuntary Petition**—Each creditor joining in an involuntary petition in bankruptcy must be the owner of a demand or claim provable against the bankrupt.—*In re Howell*, U. S. C. C. A., 215 Fed. 1.

7. **Lien**—A purchaser of drafts drawn by a bankrupt on a London bank, which were refused payment because of the intervening bankruptcy, held entitled to an equitable lien on securities deposited by the bankrupt in New York to protect such drafts, pursuant to an agreement with the drawee.—*In re Hollins*, U. S. C. C. A., 215 Fed. 41.

8. **Bills and Notes**—Delivery.—Where a depositor in a bank mails a letter containing a check on his account, the delivery of the letter to the postoffice is a delivery to the agent of the payee of the check.—*Bainbridge v. Hoes*, 149 N. Y. Supp. 20.

9. **Indorser**—Under Negotiable Instruments, a release of an indorser by a transaction amounting to an accord and satisfaction can only be proved by a renunciation in writing, notwithstanding section 138, designating the acts which will discharge an instrument.—*Whitcomb v. National Exch. Bank of Baltimore, Md.*, 91 Atl. 689.

10. **Brokers**—Option.—Where a broker was commissioned to effect an actual sale of property, his procurement of a mere option contract is insufficient to entitle him to commissions in advance of a sale.—*Duncan v. Parker*, Wash., 142 Pac. 657.

11. **Carriers of Goods**—Private Carrier.—A private carrier of goods is governed by the law applicable to ordinary bailees.—*Sevier v. Mitchell*, Ore., 142 Pac. 780.

12. **Published Rates**—The Interstate Commerce Act having defined transportation to include icing charges, a carrier, having held itself out as ready to furnish such services was required to make, publish and file rates therefor, and could not recover on an implied or express contract independent of the rates so published and filed.—*Cudahy Packing Co. v. Grand Trunk Western Ry. Co.*, U. S. C. C. A., 215 Fed. 93.

13. **Warehouseman**—Carrier's Liability for preservation of apples in a car held not changed to that of a mere warehouseman while the car was being held and demurrage paid due to the carrier's refusal to deliver because the consignee could not produce the bill of lading.—*Dunlap v. Great Northern Ry. Co.*, S. D., 148 N. W. 529.

14. **Carriers of Passengers**—Ejectment.—Where a passenger could have obtained a ticket by ordinary diligence, but boarded a train without one, and then refused to pay train rates, he was properly ejected.—*Louisville & N. R. Co. v. Parris*, Ga., 82 S. E. 566.

15. **Charities**—Failure of Bequest.—Where testator devised a certain sum for the erection of a base for a flagstaff in a city park on the consent of the trustees of the park and of the

city, the bequest must fail where the consent cannot be obtained.—*Morristown Trust Co. v. Town of Morristown*, N. J., 91 Atl. 736.

16. **Contempt—Indirect Contempt.**—To obtain process of arrest for contempt not committed in the court's presence, it is generally necessary that there be filed an affidavit stating the facts positively and in such a way as *prima facie* to show the commission of a contempt.—*Sona v. Aluminum Castings Co.*, U. S. C. C. A., 214 Fed. 936.

17. **Contracts—Delivery.**—Delivery, as an essential element of the execution of a contract, is composed of both a manual transfer, actual or constructive, and an operation of minds intending to enter into the contract, and in the law of commercial paper between the original parties the *animus contrahendi* is the predominant element.—*Storey v. Storey*, U. S. C. C. A., 214 Fed. 973.

18. **Mutuality.**—Where a baseball player's contract was terminable by the employing club on 10 days' notice, but gave such club an absolute option on the player's services for the succeeding year, such contract was unenforceable for want of mutuality.—*American League Baseball Club of Chicago v. Chase*, 149 N. Y. Supp. 6.

19. **Mutuality.**—A provision in a contract, employing a baseball player for the season of 1913, obligating him to render similar services for the employer during the year 1914, while the employer was entitled to terminate the contract at any time on 10 days' notice, held void for want of mutuality.—*Weegham v. Killefer*, U. S. D. C., 215 Fed. 168.

20. **Rescission.**—When a person makes false representations to one who relies on them to his injury, the person making them cannot defeat a suit to rescind by showing that the person defrauded could have ascertained the truth by diligence.—*Davis v. Mitchell*, Ore., 142 Pac. 788.

21. **Corporations—Insolvency.**—An insolvent corporation may mortgage or assign its property to secure advances or loans where they are used in good faith for the payment of debts.—*International Life Ins. Co. v. Vaughan*, Ark., 169 S. W. 330.

22. **Lost Certificates.**—A corporation may be compelled, on terms providing security, to issue stock certificates in the place of lost certificates; but in so doing it incurs liability to a bona fide holder for value of the original certificate, if it has not been lost, and also to an innocent holder of a certificate based on such duplicate certificate.—*La Belle Iron Works v. Quarter Savings Bank*, W. Va., 82 S. E. 614.

23. **Consolidation.**—Where two corporations attempted to consolidate without complying with the law, and thereafter debts were contracted and statements of assets issued on which credit was obtained on the faith of the consolidation, and the officers and stockholders of defendant company acquiesced therein, defendant could not successfully claim that the consolidation was *ultra vires* and that its assets were not liable for the debts of the consolidated company.—*L. D. George Lumber Co. v. Daugherty*, U. S. C. C. A., 214 Fed. 953.

24. **Courts—Independent Judgment.**—The rule of the federal courts is that contributory negligence to constitute a defense in an action for injury must have directly and proximately contributed to the injury, and a rule of state courts, adopted as a rule of evidence, that a less degree of negligence may be considered in mitigation of damages, is not binding on the federal courts.—*Southern Ry. Co. v. Smith*, U. S. C. C. A., 214 Fed. 942.

25. **Covenants—Easement.**—Where at the time of the sale of a farm with warranty of title, the land was subject to the right to take water from a spring through conduits for the benefit of adjoining land, the water was a part of the realty and the easement constituted a constructive eviction sufficient to sustain an action for breach of covenant.—*Mahoney v. Simms*, 148 N. Y. Supp. 1069.

26. **Estoppel.**—Where the mortgagor platted the mortgaged land and deeded some of the lots, released from the mortgage, with restrictive covenants as to building, the mort-

gagee, obtaining title to the remaining lots by foreclosure, is not estopped to deny that they are subject to the same restrictions, because he was general manager of the mortgagor company, though not interested in it as director or stockholder.—*Sullens v. Finney*, Md., 91 Atl. 700.

27. **Criminal Law—Dying Declaration.**—A dying declaration by deceased having been admitted, it was error to charge that the law presumes a party who has given up all hope will tell the truth.—*State v. Riley*, S. C., 82 S. E. 621.

28. **Other Crimes.**—Evidence that an accused has committed a criminal offense other than that charged is admissible where it has a natural tendency to corroborate admitted direct evidence.—*People v. Thompson*, N. Y., 108 N. E. 78, 212.

29. **Presumption of Prejudice.**—Where an inadmissible statement by accused was intentionally introduced into the record and could reasonably be hurtful it will be presumed that, in the absence of evidence to the contrary, such was its effect.—*Sorrel v. State*, Tex., 169 S. W. 299.

30. **Reading Decisions to Jury.**—Counsel may read to the jury the opinions of courts of last resort germane to the case and the facts also, if necessary, to make the principle clear.—*Glover v. State*, Ga., 82 S. E. 602.

31. **Death—Action for.**—The public administrator has no right of action for death where there are no known persons capable of receiving the amount to be recovered, and for whose benefit the action might be prosecuted.—*Troll v. Laclede Gaslight Co.*, Mo., 169 S. W. 337.

32. **Instructions.**—An instruction that there was a presumption that deceased looked and listened before going on the track, and that the burden was on defendant to prove the contrary by a preponderance of the evidence, held proper.—*Davis v. Denver & R. G. R. Co.*, Utah, 142 Pac. 705.

33. **Descent and Distribution—Primogeniture.**—Since 1819 descent to surviving children and descendants of equal parts has been substituted for the English rule of primogeniture; the descendants of a deceased child taking the child's share in equal parts, under *Jones & A. Ann*, St. Ill. 1913, par. 4202.—*Aetna Life Ins. Co. v. Hoppin*, U. S. C. C. A., 214 Fed. 928.

34. **Easements—Appurtenance.**—Where the owner and occupant of several tracts uses a part of one tract as a roadway for his own convenience, no presumption arises therefrom that the tract so used is devoted to a way appurtenant to one of the other tracts.—*Jordan v. Breece Mfg. Co.*, Ohio, 106 N. E. 46.

35. **Eminent Domain—Damages.**—In proceedings to condemn land for a railroad right of way, the landowner's measure of damages to land not taken must be based on market value as enhanced by the most profitable use to which the property can be put, and not with reference to a projected scheme of the owner for utilizing the property.—*Seattle, P. A. & L. C. Ry. v. Land*, Wash., 142 Pac. 680.

36. **Mortgaged Land.**—Where mortgaged land is condemned, the mortgage lien is transferred to the award.—*In re Sea Beach Ry. Co.*, 148 N. Y. Supp. 1080.

37. **Equity—Clean Hands.**—Where two taxpayers paying a small amount of taxes sued to enjoin the county from paying county funds to nonresident experts brought into the state to testify in criminal trial, not to protect the county treasury, but to aid accused in such criminal case, the injunction will be denied on the ground that complainants did not come into equity with clean hands.—*Peltzer v. Gilbert*, Mo., 169 S. W. 257.

38. **Clean Hands.**—Under the rule that he who seeks equity must do equity, the custodian of a fund claimed by creditors under an agreement for its distribution among them will not be required to again account for the fund after he has distributed it among the creditors in accordance with the contract, though in doing so he disregarded a receivership and violated an injunction obtained by the creditors.—*Commercial Nat. Bank of Salt Lake City v. Page & Brinton*, Utah, 142 Pac. 709.

39.—**Laches.**—Laches will not be imputed against the state.—*State, by Major ex rel. Hopkins, v. Excelsior Powder Mfg. Co., Mo., 169 S. W. 267.*

40.—**Executors and Administrators.**—Appointment.—Where an Italian subject died in New York leaving a widow and children, residents of Italy, and a brother residing in New York, the brother was entitled to administer the estate, though not entitled to share in the personal property.—*In re D'Adamo's Estate, N. Y., 106 N. E. 81.*

41.—**Fraudulent Conveyances.**—Husband and Wife.—Whether an agreement between a judgment debtor and his wife, whereby she became reconciled to him, affords a consideration for a conveyance is immaterial, where her purpose was to protect herself against being again left destitute, so that no intent to defraud future creditors is shown.—*Beckett v. Andorfer, N. J., 91 Atl. 728.*

42.—**Frauds, Statute of.**—Partnership.—An oral partnership agreement to share in the profits and losses of real estate is not within the statute of frauds.—*Thompson v. McKee, Okla., 142 Pac. 755.*

43.—**Gaming.**—Action.—Though plaintiff's employment of defendants as his agents was in connection with gambling stock market transactions, held that, after the business was finished and a specific sum requiring no accounting remained in defendants' hands, it could be recovered by action.—*Forster v. Hill, U. S. C. C. A., 215 Fed. 73.*

44.—**Constitutional Law.**—It is within the power of the legislature to make the possession of gambling implements or machines an offense.—*Soper v. Michal, Md., 91 Atl. 684.*

45.—**Gifts.**—Advancement.—Transfers of money from a father to a minor son cannot create debts, and a transfer to an adult son creates a debt only by express agreement, the presumption being that such transfers are irrevocable gifts, never to be accounted for or as advancements.—*Storey v. Storey, U. S. C. C. A., 214 Fed. 973.*

46.—**Homestead.**—Purchase Money.—Where defendant, being unable to pay notes for the price of certain land which subsequently became his homestead, borrowed the money to take up the notes from plaintiff, the money so borrowed was not "purchase money" of the homestead, and hence the homestead was exempt from execution therefor.—*Phillips v. Colvin, Ark., 169 S. W. 316.*

47.—**Homicide.**—Repeal of Law.—Where conviction of murder in the second degree was reversed, and prior to a retrial, the degrees of murder were abolished, accused was triable at least for murder in the second degree under the old law.—*Sorrell v. State, Tex., 169 S. W. 299.*

48.—**Husband and Wife.**—Community Property.—The statute making an expense of the family chargeable on the property of both husband and wife does not apply to expenses in the management of a business conducted by either spouse, or by both of them, and work on a farm or in pruning an orchard is not within its terms.—*Chamberlain v. Townsend, Ore., 142 Pac. 782.*

49.—**Infants.**—Disaffirmance.—Where an infant has elected to disaffirm his contract partially performed, such disaffirmance relates to the inception of the contract which is totally destroyed; the parties being left to the same rights as though the contract had never existed.—*Yancey v. Boyce, N. D., 148 N. W. 539.*

50.—**Injunction.**—Adequate Remedy at Law.—Equity will not restrain an action at law unless full justice cannot be done in such action, and an action in equity is necessary to secure to a party a more complete enjoyment of the rights to which he is entitled than can be obtained at law.—*Burke v. Burke, N. Y., 106 N. E. 62.*

51.—**Jurisdiction.**—Where complainant can settle the legal title at law and the injury is not irreparable and the parties have submitted the question of title without objection, the court should retain the bill until complainant has reasonable opportunity to establish its title at law.—*Public Service Corporation of New Jersey v. Town of Westfield, N. J., 91 Atl. 738.*

52.—**Insurance.**—Estoppel.—Where at the time of issuing a fire insurance policy the insurer knows or ought to know that one of the conditions is inconsistent with the facts and the insured is guilty of no fraud, the insurer is estopped from setting up the breach of such condition as a defense in an action on the policy.—*Central Market Street Co. v. North British & Mercantile Ins. Co. of London and Edinburgh, Pa., 91 Atl. 662.*

53.—**Insurable Interest.**—If the beneficiary under a policy of life insurance has an insurable interest such as arises from the fact of relationship or pecuniary interest, such as that between partners and between debtors and creditors, and the transaction is otherwise legal, the policy is valid, and if he has not such an interest, the policy may still be valid if the transaction is bona fide and free from speculation.—*Baltimore Life Ins. Co. v. Floyd, Del., 91 Atl. 653.*

54.—**Interest.**—Discretion.—Though defendant does not deny plaintiff's right to recover a certain amount, it is discretionary with the jury to add interest in computing its verdict, unless defendant has made a tender of an amount equal to or greater than the verdict.—*Shoop v. Fidelity & Deposit Co. of Maryland, Md., 91 Atl. 753.*

55.—**Libel and Slander.**—Identifying Person.—Since the gist of an action for libel is damage to plaintiff's reputation, it is insufficient that plaintiff knew that he was the subject of the article, or that defendants knew of whom they were writing, but it must appear that third persons must have reasonably understood that the article was written of and concerning plaintiff, and that the libelous expressions referred to him.—*Northrop v. Tibbles, U. S. C. C. A., 215 Fed. 99.*

56.—**Privilege.**—Statement by the defendant to plaintiff: "Don't you know you are stealing my corn? Don't you know you are criminally liable? You are"—made when plaintiff, who had mortgaged his corn to defendant and been directed to sell it, being asked for the money received for the part he had sold, said he had not the weights with him, was privileged.—*Bavington v. Robinson, Md., 91 Atl. 777.*

57.—**Life Estates.**—Trustee.—Where an executor, who was trustee for a life tenant and for the remaindermen, conveyed property of the estate to defendant, who held adverse possession for the necessary period, prescription was a complete defense against an action by the remaindermen.—*McLain v. Rabon, Ga., 82 S. E. 544.*

58.—**Malicious Prosecution.**—Malice.—On an issue of malice in an action for malicious prosecution, plaintiff was entitled to have the jury consider the fact that after plaintiff had been discharged, defendant appeared before the grand jury and attempted to have accused indicted.—*Hart v. Leitch, Md., 91 Atl. 782.*

59.—**Malicious Arrest.**—An action for malicious arrest is appropriate to arrests under civil process and an action for malicious prosecution to arrests under criminal process.—*Waters v. Winn, Ga., 82 S. E. 537.*

60.—**Master and Servant.**—Comparative Negligence.—Under the federal Employers' Liability Act, no degree of negligence on the part of a servant injured by the negligence of the carrier, however gross or proximate as a matter of law, can bar a recovery.—*Pennsylvania Co. v. Cole, U. S. C. C. A., 214 Fed. 948.*

61.—**Fellow Servant.**—Two employees in the same service, subject to the general control of a master, are fellow servants, though they may be employed in different departments of duty, and so far removed from each other that one cannot control the conduct of the other.—*Winn v. Fulton Bag & Cotton Mills, Ga., 82 S. E. 536.*

62.—**Warning.**—A foreman is presumed to observe the presence or absence of proper safety appliances and to know the danger of working at rapidly revolving machinery without them, and it is his duty to warn against dangers not obvious to operatives.—*Russell v. Champion Fibre Co., U. S. C. C. A., 214 Fed. 963.*

63.—**Negligence.**—Attractive Nuisance.—The owner of premises upon which there is some-

thing dangerous and at the same time attractive to children of tender years, and who knows that it is or is likely to be frequented by them, owes a duty to exercise care to so safeguard it as to prevent their injury, even though they are technically trespassers.—*Coeur d'Alene Lumber Co. v. Thompson*, U. S. C. C. A., 215 Fed. 8.

64. **Nuisance—Explosives.**—The maintenance of a powder factory close to a railroad and several populous villages constitutes a nuisance per se, where explosions are at any time liable to occur and explosions doing damage outside of the factory grounds have occurred in the past.—*State, by Major ex rel. Hopkins, v. Excelsior Powder Mfg. Co., Mo.*, 169 S. W. 267.

65. **Hospital.**—Where a hospital is conclusively shown to be a nuisance, its status as a charitable institution is no defense to an action to enjoin its maintenance.—*Kestner v. Homeopathic Medical & Surgical Hospital of Reading, Pa.*, 91 Atl. 659.

66. **Officers—Illegal Fees.**—Where fees are wrongfully exacted under an unconstitutional statute, they may be recovered as involuntarily paid.—*Diocese of Fargo v. Cass County, N. Dak.*, 148 N. W. 541.

67. **Payment—Voluntary.**—Where an executor, entitled to the income of the property for life, participated with his co-executor in paying certain debts, funeral expenses and costs out of the income, such payments were voluntary and could not be objected to by his heirs.—*Stahl v. Schwarz, Wash.*, 142 Pac. 651.

68. **Postoffice—Public Function.**—A railroad company in transporting the mail is not relieved from liability for the negligence of its agents and servants, because it is performing a public function.—*United States v. Atlantic Coast Line R. Co.*, U. S. C. C. A., 215 Fed. 56.

69. **Principal and Agent—Ratification.**—Ratification is a question of fact, usually turning on the conduct of the principal in relation to the contract or the subject of it from which his intention may be reasonably inferred.—*Cranston v. West Coast Life Ins. Co., Ore.*, 142 Pac. 762.

70. **Principal and Surety.**—Contribution.—Surety on town supervisor's bond for second term, which paid deficit after its liability was adjudged in a suit, held entitled to contribution from the surety on the bond for the first term, though it was claimed that the second surety under a proper construction of its bond was not liable at all.—*Yawger v. American Surety Co., N. Y.*, 106 N. E. 64.

71. **Outletting Title.**—Prescription.—Where plaintiffs were induced by defendant to enter into and perform a contract with his father, that they should care for the father during his lifetime and receive as consideration therefor the use of his farm for 25 years, and where thereafter defendant secured a deed to the farm which made no mention of this agreement and then after his father's death demanded rent and denied plaintiffs' rights under the agreement, plaintiffs were entitled to sue to quiet their title under the lease.—*Parmely v. Showdy*, 148 N. Y. Supp. 1086.

72. **Reformation of Instruments.**—Mistake of Fact.—Where parties to a contract agree on its terms and through mistake the writing embodying the agreement signed by them does not express the true agreement, or includes terms not agreed on, equity will reform the written contract so as to make it express the terms fixed by the parties.—*Parchen v. Chessman, Mont.*, 142 Pac. 631.

73. **Removal of Causes.**—Assigned.—Where an assignee brings a suit of an assigned claim in a state court of the federal district of his residence and defendant removes the cause to the federal court of that district, under Judicial Code, § 29, such court has jurisdiction though the assignor did not reside there.—*Cincinnati, H. & D. Ry. Co. v. Orr*, U. S. D. C., 215 Fed. 261.

74. **Separable Controversy.**—Where a resident defendant is joined with a nonresident in a suit otherwise removable for diversity of citizenship, the joinder, though fair on its face, may be shown to be fraudulent, providing the showing consists of a statement of facts rightly engendering such conclusion.—*Russell v. Champion Fibre Co.*, U. S. C. C. A., 214 Fed. 963.

75. **Sales—Acceptance.**—A purchaser's retention and use of an article for any period of time, however short, whether reasonable or not, is not an acceptance.—*Hillman v. Luzon Cafe Co., Mont.*, 142 Pac. 641.

76. **Acceptance.**—Where a refrigerator plant was unsatisfactory and was changed, that the buyer mortgaged the realty during installation and pending suit to foreclose the seller's lien, sold the property to another did not constitute an acceptance of the plant, and plaintiff could only recover for such materials thereof as were incorporated in the new plant.—*United Iron Works v. Hosea, Wash.*, 142 Pac. 673.

77. **Implied Warranty.**—There is an implied warranty in the sale of pie of its fitness for consumption.—*Leahy v. Essex Co.*, 148 N. Y. Supp. 1063.

78. **Set-Off and Counterclaim—Recoupment.**—Where a person is damaged rather than benefited by the performance of work by another, and is sued for the value of such services, he may recoup his damages up to the value of plaintiff's claim, but may not recover for any excess.—*Heite v. Cowgill, Del.*, 91 Atl. 652.

79. **Specific Performance—Part Performance.**—Where, in reliance on a gift of real estate, the donee has taken possession and made permanent improvements, performance of the gift will be enforced and a conveyance of the lands adjudged.—*Messiah Home for Children in City of New York v. Rogers, N. Y.*, 106 N. E. 59.

80. **Statute—Repeal.**—Where an unconstitutional statute contains a clause repealing a prior valid law for which the latter statute is a substitute, the repealing clause is inoperative, in the absence of an expressed intent to repeal the prior law without regard to the substitute.—*State v. Edmondson, Ohio*, 106 N. E. 41.

81. **Trusts—Liability of Trustee.**—A trustee in general is only liable for his own fraud or negligence, and not for the trust property which has been in the exclusive possession and sole control of his co-trustee.—*American Bonding Co. of Baltimore v. Richardson*, U. S. C. C. A., 214 Fed. 897.

82. **Usury—Intent.**—Where a trust company took a mortgage in its own name, though it was not the mortgagee, and accepted commissions from the mortgagor, its acceptance of commissions will not render the mortgage usurious, where the mortgagor must have known that the trust company was not the real party in interest.—*Title Guaranty & Trust Co. v. Wheatfield, Md.*, 91 Atl. 757.

83. **Wills—Construction.**—Where a will gave the testamentary trustee a certain sum in trust to pay the income to S. for life and at her death to pay the principle to E., the remainder after the death of S. vested in E. immediately on the death of testatrix.—*In re Morss' Estate*, 149 N. Y. Supp. 41.

84. **Construction.**—The words "such issue to take by representation what would have been a brother's or sister's share if living," as used in a will, held to indicate testator's intention that each set of issue as between themselves should take per stirpes.—*United States Trust Co. v. Kahl*, 148 N. Y. Supp. 1083.

85. **Residuary Estate.**—A bequest to a particular charitable institution which failed because of the termination of its existence within a year after testator's death and before the legacy became due and payable passes as to the residuary estate.—*Morristown Trust Co. v. Town of Morristown, N. J.*, 91 Atl. 736.

86. **Restraint of Marriage.**—While a condition attached to a legacy in restraint of marriage generally is invalid as against public policy, a condition that the legatee shall not marry a certain person, or a legacy to a widow to divest if she marries, is valid.—*Dadoll v. Moon, Conn.*, 91 Atl. 646.

87. **Revocation.**—Where testator by codicil revoked a residuary bequest, such revocation was effective, though he declared that it was made to carry out a provision of the codicil creating a charity, and such charity failed because of his death within 30 days.—*In re Melville's Estate, Pa.*, 91 Atl. 679.

INDEX-DIGEST

TO THE EDITORIALS, NOTES OF RECENT DECISIONS, LEADING ARTICLES, ANNOTATED CASES, LEGAL NEWS, CORRESPONDENCE AND BOOK REVIEWS IN VOL. 79.

A separate subject-index for the "Digest of Current Opinions" will be found on page 462, following this Index-Digest.

ACCIDENT INSURANCE.
accident arising out of slipping in cranking an automobile, 182.
unexpected effect of an intended act as being accidental, 411.
voluntary exposure to accident in mutual combat as affecting insurance, 332.

ACTION.
abatement of action by death of defendant in possession, 441.

ALIENATION.
declarations of husband or wife in suits for alienation of affections, 342.

ANTI-TRUST ACT.
see **MONOPOLY.**
moral suasion of acts in concert as coming under the anti-trust act, 163.

APPEAL AND ERROR.
applying state rules of procedure to case depending on federal law, 92.
disposition of a cause without any specific law, 3.
exception to rule of law of the case binding subsequent trials, 369.

ATTORNEY AND CLIENT.
advertising of trust company to draw wills as practicing law, 451.
repeal by implication against champerty and maintenance, 236.

AVIATION.
aviation and trespass, 184, 248.

BANKS AND BANKING.
right of a bank to apply funds belonging to another than the depositor to an overdraft or other matured debt, 76.
breach of contract by bank agreeing to make illegal and excessive loan, 3.
right of subscriber to stock to rescind after insolvency of bank, 403.

BAR ASSOCIATIONS.
bar association meetings for 1914—when and where to be held, 18, 104, 176, 212, 362.
bar association meetings for 1915—when and where to be held, 451.
efforts of the Oregon bar association to reduce costs in the federal courts, 139.
meeting of the Missouri bar association, 47, 230.
preparing for a large attendance at the 1914 meeting of the American Bar association, 12.
program for the fifth annual meeting of the California bar association, 380.
program for the meeting of the Montana bar association, 85.

BAR ASSOCIATIONS (Continued)
report of the meeting of the Arkansas bar association, 12.
report of the meeting of the bar association of North Dakota, 325.
the president and secretaries of the state bar associations, 414.

BENEFIT SOCIETIES.
condition of forfeiture in benefit certificate, 111.

BILLS AND NOTES.
accommodation indorser taking note from payee without taking notice of gambling consideration, 441.
tender to prevent maturing of principal debt, 136.
see **NEGOTIABLE INSTRUMENTS LAW.**

BOOKS RECEIVED.
32, 50, 60, 122, 176, 289, 362, 380, 415, 451.

BOOK REVIEWS.
reviews of text books.
Collier on Bankruptcy, 68.
MacNeil's Illinois Evidence, 290.
Montgomery's Manual, 122.
Thayer's Federal Courts, 416.
Thornton on Attorneys at Law, 398.
reviews, miscellaneous.
Aschaffenburg's Crime and Its Representation, 140.
Great Jurists of the World, 140.
Edwards' Legal Laughs, 271.
Kohler's Philosophy of Law, 50.
Memoir and Addresses of U. M. Rose, 398.
Von Ihering's Law as a Means to an End, 344.
reviews of encyclopedias.
Words and Phrases, 452.
reviews of reports and digests.
American Annotated Cases, 1914, B, 212.
American Annotated Cases, 1914, C, 452.
American Digest, Vol. 17, 289.

CARRIERS OF GOODS.
delivery by express company at supposed residence of consignee, 31.
the right of an interstate carrier to remain in a state and refuse to do intrastate business, 109.

CARRIERS OF PASSENGERS.
injury to passenger from emergency brake being applied, 93.
injury to street car passengers in boarding and alighting, 406, 423.
the right of an interstate carrier to remain in a state and refuse to do intrastate business, 109.
waiver of liability of carrier to employee riding on a pass, 181.

CHARITIES.
distinction as to agency of nurses in charitable institutions and in hospitals for private gain, 235.

COMMERCE,

concert as amounting to conspiracy in interstate commerce but not in intrastate trade, 199.
 limitations on value of trunk shipped by express where no value is stated, 182.
 is a carrier of one's own property across state lines a carrier in interstate commerce, 19.
 power of Interstate Commerce Commission to control intrastate rates, 1.
 the right of an interstate carrier to remain in a state and refuse to do intrastate business, 109.

CONFLICT OF LAWS,

comity in enforcement where contrary to public policy of forum, 75.
 contracts where made and to be performed enforceable anywhere, 247.
 enforcement in another state of stipulation in contract opposed to its public policy, 2.

CONSPIRACY,

concert as amounting to conspiracy in interstate commerce but not in intrastate trade, 199.
 concert of action making the doing of a lawful act unlawful, 56.
 conspiracy to bring a fake suit as contempt of court, 439.

CONSTITUTIONAL LAW,

blue sky law of Iowa as to stocks, bonds, etc., issued in sister state, 387.
 clause in respect to local and special laws, 75.
 constitutionality of law preventing the carrying of a red flag in the street, 405.
 constitutionality of Wisconsin eugenics law, 128.
 direction to executive in rejection of a constitutional amendment, 403.
 the taking of private property for the construction of irrigation ditches in the arid states, 444.

CONTEMPT,

burden of proof in publications assailing the character of a judge, 367.
 conspiracy to bring a fake suit as contempt of court, 439.

CONTRABAND,

see INTERNATIONAL LAW.

CONTRACTS,

breach of contract by bank agreeing to make an illegal and excessive loan, 3.
 enforcing statute limiting right to change contract where the latter is entered into by non-resident, 73.
 offer and acceptance by telegraph in which telegraph company is the agent of the sender, 351.
 validity of agreement shortening time within which to plead usury, 200.

CORPORATIONS,

liability of creditors of transferor or transferee for unpaid subscription on stock, 114.
 right of subscriber to stock to rescind after insolvency of bank, 403.
 surety company going on bonds of federal officers as carrying on business in a state, 147.

CONTRIBUTORY NEGLIGENCE,

see NEGLIGENCE.

COURTS,

the alternative—after the courts, what, 360.
 comparative negligence enforced in state courts refused recognition in federal courts, 254.
 courts and their organization, 66.

COVENANTS,

general warranty in deed of conveyance does not embrace incumbrances, 39.
 the more common defenses in actions to enforce observance of restrictive covenants on the use of real property, 220.
 right of removal of grantee, 154.

CRIMINAL PROCEDURE,

criminal trial and appeals in England, 247.

DAMAGES,

punitive damages denied where witnesses to injury are sympathizers with plaintiff, 297.
 the recovery of exemplary damages from joint tortfeasors, 91.
 shock as being actionable in negligence, 204.

DEATH BY WRONGFUL ACT,

appreciable time of pain and suffering of decedent killed by accident, as a basis for damages, 396.

DEAD BODIES,

ground of action for mutilation of corpse, 119.

DEEDS,

general warranty in deed of conveyance does not embrace incumbrances, 39.
 nature of title in timber sold to be removed by purchaser, 100.
 the more common defenses in actions to enforce observance of restrictive covenants on the use of real property, 220.
 reservation by parol of growing crops, 202.
 right of removal of grantee, 154.

DESCENTS AND DISTRIBUTIONS,

vows of poverty tolling right of inheritance, 20.

DIVORCE,

judgment for limited divorce as a bar for action for total divorce, 110.

DOMICILE,

where wife lives separate and apart from husband, 219.

DUELS,

voluntary exposure to accident in mutual combat as affecting insurance, 332.

EJECTMENT,

abatement of action by death of defendant in possession, 441.

EMPLOYERS' LIABILITY ACT,

casual duty as constituting employment in interstate commerce, 165.
 independent ground of removal of case, 38.
 superseding of state statutes where applicable, 148.

ETHICS,

see PROFESSIONAL ETHICS.

EVIDENCE,

declarations of husband or wife in suits for alienation of affections, 342.
 inadmissibility of dying declarations which exhibit a spirit of revenge, 94.
 res gestae only admissible to explain character of act, 359.

EXEMPTIONS,

insurance money upon homestead garnishable in another state, 423.

FEDERAL COURTS.

comparative negligence enforced in state courts refused recognition in federal courts, 254.
efforts of the Oregon bar association to reduce costs in the federal courts, 139.

FEDERAL EMPLOYERS' LIABILITY ACT.

independent ground of removal of case, 38.
trial by jury in trials under federal employers' liability act, 57.

FEDERAL JURISDICTION.

applying state rules of procedure to case depending on federal law, 92.
changing action by amendment under state law to one under federal law, 332.
independent ground of removal of case, 38.
petition with counts declaring under federal law and under state law, 37.
removal to another state so as to acquire diversity of citizenship, 21.

FEDERAL PROCEDURE.

transference of case from equity to law side of court under new equity rules, 279.
verdict in favor of resident defendant as determinative of right of removal of case to federal court, 433.

FIRE INSURANCE.

equality of burden the rule in assessment companies, 388.
retention by insurer of money order for unearned premium as acceptance, 22.

FRAUDS, STATUTE OF.

statute of frauds and the uniform sale of goods act, 420.

FRAUDULENT CONVEYANCES.

a claim for tort as being an existing debt against a fraudulent conveyance, 191.

GAMBLING CONTRACTS.

see **ILLEGALITY.**
negotiable instruments law as affecting, 129.
recovery of stake from a bucket shop, 405.

GARNISHMENT.

insurance money upon homestead garnishable in another state, 423.
judgment for debt as ousting jurisdiction, 147.

HOMESTEAD.

insurance money upon homestead garnishable in another state, 423.
money borrowed to pay off purchase money as being a charge upon the homestead, 270.

HOSPITALS.

distinction as to agency of nurses in charitable institutions and in hospitals for private gain, 235.

HUMOR OF THE LAW.

14, 32, 50, 68, 86, 104, 122, 140, 158, 176, 194, 212, 230, 248, 272, 290, 308, 326, 344, 362, 380, 398, 416, 434, 452.

HUSBAND AND WIFE.

declarations of husband or wife in suits for alienation of affections, 342.
right of married persons to sue each other for tort, 84.

ILLEGALITY.

accommodation indorser taking note from payee without taking notice of gambling consideration, 441.

INDEMNITY INSURANCE.

defense of suit by company where insured asks settlement, 39.
indemnity company keeping faith with assured, 218.

INJUNCTION.

denial of injunction where tax-payer collusively sought to enjoin illegal expenditure of public funds, 254.
mandatory injunction not ousted by statutory remedy for damages, 351.

INSURANCE.

see **FIRE INSURANCE.**
see **LIFE INSURANCE.**
see **ACCIDENT INSURANCE.**
see **INDEMNITY INSURANCE.**
see **BENEFIT SOCIETIES.**

INTERNATIONAL LAW.

recent decisions illustrating the law of prize, 315.
the right of Great Britain to fortify the Suez Canal, 412.
international law notes on the present European war, 412.
the neutrality of Belgium, 174.
the rights of neutral countries so far as contraband and conditionally contraband articles are concerned, 313.

INTERSTATE COMMERCE.

see **COMMERCE.**

JUDGES.

mode of procedure adopted by the Colorado bar association for selection of candidate for election to supreme court, 137.
the "one judge" system of deciding cases, 85.
the law's delays due to the faulty administration of the law by individual judges, 133.
the nomination and election of judges in a non-partisan way, 349.
some recent opinions of judges of courts in western and southern states, 378.
second national conference of judges, 67.
rule of stare decisis does not apply to advisory opinions, 387.

JURY.

prejudice presumed from jurors drinking beer as an exhibit in evidence, 440.
trial by jury in trials under federal employers' liability act, 57.

JUVENILE COURTS.

the humorous phases of juvenile court administration, 287.

KIDNAPING.

kidnaping by father of his child committed to mother by agreement, 368.

LABOR UNIONS.

concert of action making the doing of a lawful act unlawful, 56.

LANDLORD AND TENANT.

in sale under partition equities to be adjusted between co-tenants, 324.
license to go on land and remove products as personal property, 229.

LAW AND LAWYERS.

A poetical legal menu, 324.
a radical on the supreme bench, 441.
earliest examples of the unwritten law, 4.
"The Law of the Case," 280.
the law and the "law's delay," 297.
mode of procedure adopted by the Colorado bar association for selection of candidate for election to supreme court, 137.
news items from continental Europe, 48.
the unlawful practice of law, 47.
unlawful practice of the law by laymen and corporations—report of a committee of the New York county lawyers' association, 22.
who should make the laws—laymen or lawyers?, 153.

LEGAL ETHICS.

see **PROFESSIONAL ETHICS.**

LIBEL AND SLANDER,

doctrine of privileged communication in cases of libel, 129.
libelous statement on face of will, 56.
privilege in mercantile agency report where false information is given, 74.
where libel is based on racial prejudice, 164.

LIFE INSURANCE,

enforcing statute limiting right to change contract where the latter is entered into by non-resident, 73.
right of reinstatement absolute upon compliance with necessary proof, 279.
voluntary exposure to accident in mutual combat as affecting insurance, 332.

MANDAMUS,

mandamus granted though there is remedy by appeal, 295.

MASTER AND SERVANT,

assumption of risk and contributory negligence distinguished, 404.
assumption of risk as to unsafe place where servant knows inspection is inadequate, 201.
liability of father for injuries caused by the son using his automobile, 110.
fellow servants under the departmental doctrine, 447.
liability of owner of building to pedestrian for negligence of independent contractor, 377.

MAXIMS,

history of the maxim, *actio personalis moritur cum persona*, 102.

MECHANICS' LIENS,

material used up in construction as subject of mechanics' lien, 11.

MONOPOLY,

agreements controlling services of base ball players, 236.
combinations with the purpose or effect of controlling prices, 127.
moral suasion of acts in concert as coming under the anti-trust act, 163.
some side lights on a trust, 217.

MUNICIPAL CORPORATIONS,

injury to pedestrians, 173.
liability for destruction of property by a mob, 336.
liability of municipal corporation upon implied contract where benefits have been received, 211.
municipality as acting in a governmental capacity in cleaning its streets, 385.

NEGLIGENCE,

contributory negligence in irritating a bull, 278.
contributory negligence and the doctrine of last clear chance, 352.
injury to passenger from emergency brake being applied, 93.
liability of owner of building to pedestrian for negligence of independent contractor, 377.
proximate cause of loss from failure to keep burglar alarm in order, 314.
shock as being actionable in negligence, 204.

NEGOTIABLE INSTRUMENTS LAW,

courts in their treatment of negotiable instruments law, 253.
does not the negotiable instruments law impliedly repeal conflicting statutes, 331.
negotiable instruments law as affecting gambling contracts, 129.
parol evidence as to conditional delivery, 296.
the rule of construction back of uniform state laws, 370.
uniform negotiable instruments law in the courts of Missouri, 255, 326.

NEUTRALITY,

see INTERNATIONAL LAW.

NEW TRIAL,

see PROCEDURE.

PARENT AND CHILD,

kidnaping by father of his child committed to mother by agreement, 368.
liability of father for injuries caused by the son using his automobile, 110.
liability of parent for injury inflicted by child in using dangerous weapons, 63.

PARTITION,

in sale under partition equities to be adjusted between co-tenants, 324.

PERJURY,

requisite proof under special statute lessening enormity of crime, 350.

PLEADING,

changing action by amendment under state law to one under federal law, 332.
petition with counts declaring under federal law and under state law, 37.

PRINCIPAL AND AGENT,

distinction as to agency of nurses in charitable institutions and in hospitals for private gain, 235.
wilful failure by agent as depriving him of all claim to compensation, 286.

PROCEDURE,

see FEDERAL PROCEDURE.
excess of verdict a matter to be dealt with by the trial court, 145.
position of Chief Justice Clark of North Carolina, 441.
prejudice presumed from jurors drinking beer as an exhibit in evidence, 440.
reforming procedure by court-made rules—action of Ohio bar association, 47.
the stopping point in litigation, 333.
the union of criminal and civil procedure, 68.

PROCESS,

service on non-resident under misnomer, 93.
service on foreign corporation in a state where it does interstate business only, 146.

PROFESSIONAL ETHICS,

a duty of the bar, 98.
advertising of trust company to draw wills as practicing law, 451.
is it professional for lawyers to draw wills for trust companies where such business is secured by advertising, 111.
recent decisions by the New York county lawyers' association committee on professional ethics, 13, 49, 101, 342, 397.

PROPERTY,

should human life be considered as property 57.

PUBLIC LANDS,

patents as conclusive of title in patentee, 21.

RAILROADS,

failure to blow whistle as proximate cause of killing geese on track, 369.
the right of an interstate carrier to remain in a state and refuse to do intrastate business, 109.

RATE REGULATION,

power of Interstate Commerce Commission to control intrastate rates, 1.
taking over regulations of rates of the associated press as doing interstate business, 55.

RECENT DECISIONS OF THE BRITISH

COURTS,
166, 315.

RECEIVERS,

right to set off claims against the estate in
an action brought by receiver, 237.

REFORM OF PROCEDURE,

see PROCEDURE.
a questionnaire in Nebraska on reforming the
administration of justice, 65.
the patience of the people in the matter of
reform of judicial procedure, 277.
the stopping point in litigation, 333.

RELIGIOUS SOCIETIES,

vows of poverty tolling right of inheri-
tance, 20.

REMOVAL OF CAUSES,

see FEDERAL JURISDICTION.

SALES,

damages where seller knows goods are for
a certain purpose, 46.
express guaranty with privilege of return
by a fixed date, 303.
liability of restaurant supplying customers
with unwholesome food, 201.
nature of title in timber sold and to be re-
moved by purchaser, 100.

SHOCK,

shock as being actionable in negligence,
204.

STARE DECISIS,

"The Law of the Case," 280.
rule of stare decisis does not apply to ad-
visory opinions, 337.

SUBROGATION,

the right of subrogation by officer paying
money withheld by county depository,
422.

TELEGRAPH AND TELEPHONE,

Offer and acceptance by telegraph in
which telegraph company is the agent of
the sender, 351.

TENDER,

tender to prevent maturing of principal
debt, 136.

TIMBER,

nature of title in timber sold and to be
removed by purchaser, 100.

TITLE,

some suggestions concerning the title to
lands under fresh water lakes and ponds,
390.

TORTS,

the recovery of exemplary damages from
joint tortfeasors, 91.

TRIAL AND PROCEDURE,

see PROCEDURE.
see EMPLOYERS' LIABILITY ACT.
inconsistent verdict in an action against a
master and servant, or a corporation and
its agent, 4.

UNIFORM SALE OF GOODS ACT,

the rule of construction back of uniform
state laws, 370.
statute of frauds and the uniform sale of
goods act, 420.

UNWRITTEN LAW,

earliest examples of the unwritten law, 4.

VERDICT,

inconsistent verdict in action against mas-
ter and servant, 104, 121.
inconsistent verdict in an action against
a master and servant, or a corporation
and its agent, 4.
excess of verdict a matter to be dealt with
by the trial court, 145.

WAIVER,

principle of waiver rejected because of
wrong of him who make it, 181.

WASTE,

neglect to insure against loss by fire, 59.

WATERS AND WATER COURSES,

estoppel against use of water for non-
riparian purposes, 165.
some suggestions concerning the title to
lands under fresh water lakes and ponds,
390.
the taking of private property for the con-
struction of irrigation ditches in the arid
states, 444.

WEEKLY DIGEST OF CURRENT OPINIONS,

15, 33, 51, 69, 87, 105, 123, 141, 159, 177, 195,
213, 231, 249, 273, 291, 309, 327, 345, 363,
381, 399, 417, 435, 453.

WILLS,

Justice Lurton's will, 194.
legality of soldiers' wills, 388.
libelous statement on face of will, 56.

WOMAN SUFFRAGE,

the argument against woman suffrage, 191.
what have women done with the vote, 304.

WORKMEN'S COMPENSATION LAWS,

general discussion of the purposes of the
workmen's compensation laws, 316.
is federal legislation needed to meet defects
in administration of workmen's compen-
sation laws, 167.
meaning of term, "course of employment,"
40.
meaning of the phrase, "arising out of and
in the course of his employment," 94.
right of employer to sue third person for
negligence causing injury to servant, 314.
what law governs the right of recovery un-
der the workmen's compensation acts, 149.
workmen's compensation questions in the
British courts, 202.

SUBJECT-INDEX

TO ALL THE "DIGESTS OF CURRENT OPINIONS" IN VOL. 79.

This subject-index contains a reference under its appropriate head to every digest of current opinions which has appeared in the volume. The references, of course, are to the pages upon which the digest may be found. There are no cross-references, but each digest is indexed herein under that head, for which it would most naturally occur to a searcher to look. It will be understood that the page to which reference, by number, is made, may contain more than one case on the subject under examination, and therefore the entire page in each instance will necessarily have to be scanned in order to make effective and thorough search.

Action—Splitting Causes, 417.

Adoption—Time of, 417.

Adverse Possession—Color of Title, 105, 435;
Statute of Limitations, 417.

Appeal and Error—Verdict, 159.

Arson—Curtilage, 381.

Assault and Battery—Self Defense, 363.

Assignments—Assignee, 273; Chose in Action, 213; Novation, 33.

Associations—Action, 363; Lawful Purposes, 417.

Assumpsit, Action of—Common Counts, 231.

Attachment—Absconding Debtor, 195; grounds of, 123; Lien, 123; Waiver, 51.

Attorney and Client—Agency, 315; Assignment, 273; Compensation, 453; Disbarment, 69, 159; Dismissal, 51; Services, 177; Substitution, 315.

Bailment—Election, 159; For Hire, 327; Repairs, 327; Superior Force, 159.

Bankruptcy—Accommodation Indorser, 453; Administration, 15; Ancillary Court, 309; Appeal, 69; Assignment, 309; Attorney Fees, 195; Bulk Sales Law, 417; Burden of Proof, 195; Caveat, 291; Chattel Mortgage, 249; Commissions, 123; Competition, 213; Concealing Assets, 177; Concealment, 453; Conditional Sale, 33, 381; Consignment, 453; Contempt, 327; Corporation, 15; Courts, 105; Creditors, 291; Disallowance of Claim, 249; Discharge, 159, 345, 453; Estoppel, 249; Exemption, 273; Fraudulent Concealment, 309; False Representation, 87; False Statements, 123; False Swearing, 363; Fraud, 309; Good Faith, 195; Homestead, 453; Indorsement, 15; Insolvency Proceedings, 141; Insurance, 291; Insurable Interest, 273; Insurance Policy, 213; Involuntary, 381; In-

voluntary Petition, 453; Jurisdiction, 33, 273, 417; Lien, 51, 453; Merger, 249; Mortgages, 141, 177; Pledge, 381; Practice, 33, 123, 177, 195, 399; Pre-existing Debt, 33; Preference, 15, 33, 105, 141, 159, 195, 231, 309, 327, 381, 417, 435; Referee, 15, 69; Release, 381; Reservation of Title, 327; Salary, 291; Sale, 345; Set-Off, 33; Stock Subscription, 123; Stockholder's Liability, 345; Title of Trustee, 123; Trade Usage, 309; Trustee, 309, 345; Trustee's Title, 195; Trust Funds, 87; Venue, 213; Verification of Petition, 15, 69; Wife as Creditor, 399; Wills, 273.

Banks and Banking—Agency, 69, 177; Collection, 105, 141; Deposit, 231; Depositor, 105; Double Liability, 309; Draft, 273; Forged Check, 213; Guarantor, 177; Insolvency, 69; Mistake, 123; Negligence, 195; Notice, 51; Ostensible Authority, 195; Overdraft, 177; Pledge of Stock, 141; Ratification, 345; Regulation, 15; Set-Off, 141, 417; Traveler's Check, 33.

Bills and Notes—Accommodation Indorser, 417; Accommodation Maker, 177; Alteration, 159; Attorney Fee, 381; Bad Faith, 33; Bona Fide Purchaser, 105; Burden of Proof, 69; Certificate of Stock, 141; Check, 213, 399; Collateral, 381; Co-makers, 291; Consideration, 33, 159; Corporation, 87; Delivery, 87, 453; Depositor, 69; Equitable Assignee, 231; Estoppel, 195; Evidence, 51; Forgery, 15, 249; Fraud, 105, 141, 213, 273; Gambling Consideration, 345; Guaranty, 435; Indorsee, 177; Indorser, 327, 453; Holder in Due Course, 273, 309; Indorsement, 435; Installments, 249; Interest, 87, 309; Irregular Indorsement, 399; Negotiable Instruments Law, 177; Notice, 195, 273, 399; Notice of Defenses, 33; Notice of Protest, 105; "On Demand," 51, 123; Parties, 51, 213; Payment, 15; Pleading, 177; Possession, 327, 345; Presumption, 177; Public Policy, 51, 345; Purchaser for Value, 15; Purchaser with Notice, 273; Renewal, 15, 231, 309; Seal, 195; Surety, 399; Tender, 141; Voluntary Payment, 195; Waiver, 363.

Boundaries—Fee, 15; Stream, 15.

Breach of Marriage Promise—Damages, 159; Exemplary Damages, 159.

Bribery—Briable Offense, 123.

Brokers—Commissions, 123; Consideration, 399; Dual Agency, 15; Dual Employment, 273; Fidelity to Principal, 291; Fraud, 327; Marginal Transactions, 327; Misrepresentation, 51, 399; Option, 453; Owner, 345; Principal and Agent, 231; Sale by Owner, 327; Statute of Frauds, 33; Unenforceable Contract, 327.

Building and Loan Associations—Police Power, 141.

Burglary—Possession of Stolen Property, 381.

Cancellation of Instruments—Husband and Wife, 291; Laches, 327; Reconveyance, 231; Rescission, 51.

Carriers of Goods—Action for, 399; Agreed Value, 123; Bill of Lading, 15, 69, 141, 273, 291, 327, 363, 381; Broker, 327; Burden of Proof, 249, 273; Consignee, 69; Conversion, 309; Damages, 417; Defined, 345; Delivery, 33; Discrimination, 15; Liability, 15; Mental Suffering, 69; Negligence, 363; Overcharge, 291; Pleading, 291; Presumption, 231; Private Carrier, 453; Published Rates, 141, 453; Rates, 33; Set-Off, 363; Through Contract, 51; Waiver, 399; Warehouseman, 69, 453.

Carriers of Live Stock—Burden of Proof, 16, 231; Damages, 399; Delay, 159; Injury, 69; Limitation of Liability, 213; Negligence, 16; Stipulations, 345; Twenty-Eight Hour Law, 34, 273; Waiver, 105.

Carriers of Passengers—Act of God, 435; Alighting, 87, 231, 249; Assault of Conductor, 105; Assumption of Risk, 177; Baggage, 159; Burden of Proof, 105; Care, 87; Commerce Act, 417; Contributory Negligence, 249, 327, 399; Derailment, 16, 381; Dispute, 123; Ejectment, 453; Election, 345; Elevators, 159; Emergency, 291; Employee, 34; False Representations, 105; Free Pass, 51, 381; Inspection, 345; Insurer, 16; Intent, 363; Licensee, 195; Limitation of Liability, 328; Mail Clerk, 345; Minimizing Damages, 399; Negligence, 399; Notice, 213; Pass, 345; Payment of Fare, 123; Presumption, 213; Private Carrier, 177; Protection, 34; Proximate Cause, 69, 123, 213, 231; Punitive Damages, 69; Regulation, 213, 309; Relation, 177; Release from Liability, 141; Special Accommodation, 363; State Lines, 231; Stipulations, 159; Tariffs, 123; Transfer, 231; Unusual Accident, 213.

Certiorari—Prerogative Writ, 195.

Champerty and Maintenance—Defined, 249; Mortgage, 249; Occupancy of Land, 309.

Charities—Certainty in Devise, 417; Failure of Bequest, 453; Foreign Associations, 69; Indefiniteness, 273; Invalid Devise, 105; Negligence, 417; Perpetuities, 273.

Chattel Mortgages—Assignee, 363; Conditional Sale, 178; Defined, 328; Demand, 196; Description, 178, 291, 435; Election of Remedies, 16; Equity, 16; Estoppel, 363; Executory Contract, 363; Fraud, 249; Legal Title, 16; Notice, 196; Possession, 87; Retaking Chattel, 178; Seal, 249; Taking Possession, 196.

Civil Rights—Political Rights, 87.

Commerce—Employee, 231; Employment, 16; Employees, 346; Employers' Liability Act, 16, 435; Foreign Corporation, 346; Initial Carrier, 231; Intoxicating Liquor, 70, 328, 399, 417; Intrastate Rates, 309; License Tax, 87; Literature Congress, 123; Local Freight, 346; Mental Anguish, 346; Pipe Lines, 346; Pleading, 273; Police Power, 309; Practice, 328; State Boundaries, 309; Taxation, 363; Use in, 363.

Common Carriers—Baggage, 363; Definition, 51; Tap Lines, 273.

Common Law—Adoption of, 178; Federal Law, 70.

Composition with Creditors—Fraud, 142; Contract, 310.

Compromise and Settlement—Matters in Dispute, 399; Protest, 178; Suit, 310.

Conspiracy—Effect of, 178; Evidence, 87; Exemplary Damages, 105; Labor Union, 70, 363; Overt Acts, 400; Postmaster, 178; Proximate Cause, 381; Trustees, 435; Union Labor, 435.

Confusion of Goods—Forfeiture, 159.

Copyrights—Injunction, 16.

Constitutional Law—Arrangement and Plea, 34; Class Legislation, 310; Commerce Commission, 310; Employment of Women, 87; Fourteenth Amendment, 87, 310, 346; Interstate Commerce, 213; Judicial Discretion, 87; Liberty of Contract, 213; Marriages, 310; Pipe Lines, 346; Unlawful Combinations, 310; Waiver, 51.

Contempt—Civil Contempt, 328; Criminal, 363; Good Faith, 105; Indirect Contempt, 454; Interlocutory Judgment, 400; Jurisdiction, 418; Publication, 381; Statute of Limitations, 214.

Contracts—Advertising, 34; Arbitration, 123; Benefit of Another, 123; Benefit of Third Party, 196; Breach, 51, 363, 418; Building Contract, 142, 231, 249; Comity, 159; Completion of, 178; Completed Transaction, 124; Conditions, 346; Confidential Relations, 291; Consideration, 178, 214, 310, 346; Construction, 178, 291, 435; Corporations, 106; Covenants, 178; Delivery, 454; Demand for Performance, 106; Disaffirmance, 16; Election of Remedy, 400; Employment, 87, 159; Entire Contract, 178; Equity, 51, 214; Executed, 16; Forbearance, 274; Fraud, 214, 346, 435; Gratuitous Service, 159; Illegality, 87, 249; Implication, 291; Joint Promise, 51, 196; Labor Unions, 52; Law of Place, 364; Mistake, 232; Mistake of Law, 232; Mutuality, 34, 70, 88, 124, 346, 435, 454; Notice, 292; Penalty, 310; Pleading, 196, 232, 250, 292, 381; Practical Construction, 52, 214, 435; Preliminary Negotiations, 159; Presumption, 381, 418; Public Policy, 52, 70, 88, 159, 232; Ratification, 142; Reasonable Time, 34, 250, 400; Rescission, 16, 124, 214, 232, 328, 454; Restraint of Trade, 16, 196, 346; Reversion, 273; Seal, 70; Set-Off, 232; Signature, 196; Silence, 34; Specifications, 178; Statutory Regulation, 310; Third Person, 232, 364; Unilateral, 159, 346.

Conversion—Reconversion, 435.

Copyrights—Forfeiture, 382; Photograph, 196.

Corporations—Admissions, 88; Amending Articles, 178; Assignment, 34; Assumption of Debt, 274; Burden of Proof, 70; By-Laws, 52; Capital Stock, 124; Collateral Suit, 400; Compensation, 310; Consolidation, 454; Conspiracy, 346; Contract, 400; Contribution, 310; De Facto, 214; Director, 52, 274; Dividends, 214, 274; Doing Business, 34; 346; Domicile, 52; Eminent Domain, 214; Equity, 418; Estoppel, 364; Executors, 250, 292; Exorbitant Salaries, 292; Fiduciary Relation, 88; Foreign Corporations, 88, 106, 232, 274, 292, 310, 364; Fraud, 418; Guarantors, 400; Injunction, 328; Innocent Purchaser, 106; Insolvency, 159, 364, 454; Inspection, 382; Lost Certificates, 454; Marshalling Assets, 400; Minority Stockholder, 382; Misrepresentations, 88, 196; Mutual Promises, 250; Notice, 159, 418; Officers, 34, 346, 436; Place of Meeting, 70; Pledge of Stock, 142; Powers, 178; Practicing Medicine, 124; President, 125; Presumption, 346; Presumption of Fraud, 382; Promoters, 346; Public Policy, 16; Purchase of Stock, 364; Reorganization, 142; Respondeat Superior, 106; Salary, 70; Stock, 124; Stockholders, 16, 124, 178, 214, 274, 328, 400; Stock Subscription, 214, 400; Subpoena, 328; Subscriber, 364; Subscription, 70, 142, 232, 418; Successor, 196; Surety Companies, 159; Transfer of Stock, 400; Ultra Vires, 88; Unpaid subscription, 436; Withdrawal of Officer, 250.

Courts—Diversity of Citizenship, 418; Domicile, 34; Independent Judgment, 454; Laches, 328; Non-Residence, 250; Opinions, 16; Stare Decisis, 400, 418; State Decisions, 16.

Covenants—Action at Law, 436; Apartment House, 232; Boarding House, 292; Breach, 160; Defects of Title, 52; Easement, 454; Enforcement, 382; Estoppel, 454; General Warranty, 292; Incumbrance, 436; Indemnification, 382; Notice, 400; Remote Grantee, 160; Reservation to Grantor, 292; Restrictions, 34; Running with Land, 382; Sealed Instrument, 88.

Criminal Evidence—Circumstantial, 106; Intoxication, 178; Relevancy, 16; Res Gestae, 16, 178; Seduction, 196.

Criminal Law—Abuse of Discretion, 274; Accomplice, 106, 160, 232; Acquittal of Higher Offense, 274; Admissions, 142; Agency, 124; Alibi, 196, 400; Aliens, 124; Argument, 328; Attempt, 124, 382; Circumstantial Evidence, 364; Collusion, 232; Confession, 88, 250, 400; Corpus Delicti, 124, 232; Cross Examination, 16; Depositions, 16; Dying Declaration, 232, 454; Election, 160; Evidence, 310; False Pretenses, 232; Finger Prints, 364; Flight, 34; Former Jeopardy, 196; 232; 328; Former Judgment, 196; General Verdict, 232; Hearsay Evidence, 34; Husband and Wife, 196, 382; Impeachment of Verdict, 328; Insanity, 124; Instructions, 124, 214; Intent, 346; Lower Degree, 142; Minutes of Grand Jury, 178; Miscarriage, 196; Misdemeanor, 52; 160; Mistrial, 106; Nolo Contendere, 16; Other Crimes, 454; Overt Act, 178; Parol Evidence, 52; Practice, 328; Preliminary Examination, 52; 436; Presumptions, 52; Presumption of Prejudice, 454; Principal, 70; 382; Proximate Cause, 274; Reading Decisions to Jury, 454; Receiving Stolen Property, 124; Res Gestae, 70, 124, 142, 292, 382; Res Judicata, 274; Secondary Evidence, 436; Separation of Jury, 214; Silence, 364; Similar Offenses, 52; Verdict, 346; Waiver, 106; White Slave Act, 346; Witness, 70.

Crops—Severance, 34.

Customs and Usages—Carriers of Goods, 292.

Damages—Action Over, 418; Building Contract, 160; Conjecture, 16; Delay, 52; Diminution of, 364; Evidence, 16, 214; Excessive, 250; Exemplary, 160; Fright, 106, 346; Injuries to Wife, 250; Interest, 88; Life Tables, 292; Liquidated, 70; Mental Pain, 364; Mental Suffering, 142, 196; Measure of, 88, 214, 274; Minimizing, 382; Nominal, 88, 274; Parent and Child, 52; Penalty, 106; Physical Examination, 250, 382; Pleadings, 70; Punitive, 124, 160; Reduction, 347; Remoteness, 52; Rules for Estimating, 328; Special, 16, 160; Speculative, 347; Total Destruction, 310.

Dead Bodies—Interest in, 347; Mutilation, 124; Property Right, 364; Wills, 310.

Death—Action for, 124, 454; Ancillary Administrator, 16; Conjecture, 178; Damages, 70, 88, 178; Eyewitnesses, 70; Father, 70; Illegitimate Son, 347; Imputable Negligence,

382; Instantaneous, 34; Instructions, 454; Measure of Damages, 124; Parent and Child, 34; Penalty, 142; Place of Suit, 196; Presumption, 196; Presumption from Absence, 60; Right of Action, 106; Self Defense, 160; Seven Years' Absence, 124; Statute of Limitations, 196; Suffering by Intestate, 106; Surviving Wife, 214.

Dedication—Acceptance, 418; Property Right, 364.

Deeds—Abutting Owner, 70; Cancellation, 274, 436; Condition Precedent, 418; Condition Subsequent, 292; Consideration, 328; Construction, 124, 142, 328; Covenant, 196; Death of Grantor, 274; Delivery, 310; Description, 16, 178; Duress, 232; Equitable Title, 106; Equity, 160, 310; Evidence, 400; False Description, 418; False Representation, 160; Forgery, 436; Fraud, 364; Gift, 17; Grantee not in Existence, 70; Inadequacy of Consideration, 274; Livery of Seisen, 142; Love and Affection, 310; "More or Less" 400; Surrender, 418; Title, 17.

Descent and Distribution—Advancement, 418; Domicile, 250; Primogeniture, 454; Settlement by Heirs, 400.

Disorderly House—Reputation, 328.

Divorce—Abandonment, 17; Alimony, 52, 214, 310; Condonation, 124, 214; Correspondent, 292; Counterclaim, 328; Cruel Treatment, 34, 88, 292; Custody of Child, 124; Denial of, 34; Desertion, 34, 106, 310, 328; Detectives, 196; Dismissal, 34; Gambling, 34; Notice, 310; Offer to Return, 70; Res Judicata, 124; Separation, 196.

Domicile—Husband and Wife, 436.

Dower—Alienation, 142; Barring, 17; Elements of, 310.

Easements—Adverse Possession, 250; Appurtenance, 454; Extent of, 436; Permission, 364; Severance, 124; Termination, 88; Way of Necessity, 52.

Ejectment—Constructive Possession, 106; Disputed Boundary Line, 418; Evidence, 364; Parties, 400.

Election of Remedies—Former Recovery, 232.

Electricity—Licensee, 310; Negligence, 34, 232; Proximate Cause, 274, 364.

Embezzlement—Defined, 106; Indictment, 232.

Eminent Domain—Change of Grade, 364; Damages, 418, 436, 454; Easement, 250; Foreign Corporation, 274; Jurisdiction, 364; Lease-

hold, 364; Limitations on Exercise, 250; Mortgaged Land, 454; Nuisance, 436; Permissive Use, 52; Purpose of Exercise, 250; Speculative Damages, 292.

Equity—Adequate Remedy, 160; Administration, 364; Bill of Review, 88; Clean Hands, 17, 292, 382, 418, 454; Cross-Bill, 70, 214; Demurrer, 418; Diversity of Citizenship, 106; Estoppel, 35, 250; Forfeiture, 347; Judge's Knowledge, 70; Jurisdiction, 328; Laches, 35, 142, 178, 232, 250, 274, 347; Multifariousness, 250; Petition for Review, 88; Quietening Title, 214; Statute of Limitations, 347.

Escrow—Action, 400; Delivery in, 400.

Estoppel—Easement, 106; Defined, 106, 125, 364, 382; Further Estoppel, 160; Innocent Parties, 196; Inurement of Title, 382; Lien, 160; Misrepresentation, 328; Municipality, 215; Quit Claim Deed, 88; Recitals in Deed, 400; State, 310; Stockholders, 364; Test of, 70; Witness, 88.

Evidence—Admissibility, 215; Admission, 52; Carbon Copy, 88; Compromise, 31; Contract, 215; Custom, 292; Damages, 400; Declarations, 292; Declarations Against Interest, 35; Delivery, 88; Dying Declarations, 400; Eminent Domain, 215; Expert Testimony, 250; Fraudulent Misrepresentations, 232; Foreign Law, 17; Hypothetical Question, 292; Judicial Notice, 17, 35, 436; Latent Ambiguity, 52, 107; Mailing Letter, 250, 436; Mortality Tables, 125; Non-Production of, 382; Notice to Produce, 436; Parol Testimony, 88, 250; Presumption, 31; Prima Facie, 382; Res Gestae, 125, 436; Res Ipsa Loquitur, 53; Secondary, 53; Self Serving Declaration, 125; Statute of Frauds, 232.

Execution—Caveat Emptor, 53; Priority, 35; Trust, 251; Writ of Assistance, 107.

Executors and Administrators—Appointment, 455; Death Claim for Injury, 70; Embarking in Business, 292; Equity, 418; Expenses, 400; Foreign Administration, 364; Fraudulent Conveyance, 232; Gratuitous Services, 142; Indebtedness of Distribution, 292; Interest, 53; New Promise, 160; Personal Property, 347; Probate Court, 364; Sale of Land, 436; Successor, 419; Suits by, 196; Widow's Allowance, 419.

Exemptions—Attachment, 347; Conditional Sale, 251; Domicile, 70; Insurance, 436; Nuisance, 215.

Factors—Notice, 365.

False Imprisonment—Bail Bond, 401; Ministerial Officer, 365.

False Pretenses—Checks, 232; Completed Offense, 436.

Fixtures—Annexation, 251; Removability, 401.

Forcible Entry and Detainer—Public Land, 419.

Fraud—Agency, 215; Concealment, 215; Decelt. 70, 232, 436; False Representations, 142, 178, 347, 365; Insolvency, 347; Interest, 365; Laches, 347; Misrepresentations, 251, 311; Negotiable Instrument, 419; Opinions, 160; Rescission, 232; Trust, 70.

Frauds, Statute of—Assignment of Policy, 107; Boundary Line, 274; Change of Position, 125; Consideration, 142, 365; Debt of Another, 89; Deeds, 401; Default of Another, 401; Defense, 251; Equity, 274; Estoppel, 401; Executed Contract, 401; Growing Crops, 436; Insurance, 197; Joint Adventure, 401; Joint Wills, 179; Lease, 125; Memorandum, 35, 160, 179, 328; Mineral Lands, 419; Oral Agreement, 328; Oral Contract, 89; Original Promise, 53, 311, 365; Parol Agreement, 232; Parol Contract, 160, 179; Parol Evidence, 311; Parol Gift, 365; Partition, 274; Partnership, 455; Part Payment, 107; Part Performance, 251, 347; Party to be Charged, 35; Performance Within Year, 70; Removable House, 53; Removal of Employment, 35; Sale of Land, 35, 125; Sale of Realty, 142; Services, 89; Standing Timber, 107, 329; Tenancy at Will, 436; Tender of Performance, 274; Time of Performance, 125, 436.

Fraudulent Conveyances—Antenuptial Contract 251; Assignment, 365; Attachment, 125; Badge of Fraud, 125; Bulk Sales Law, 274, 311, 329, 382; Burden of Proof, 419; Equity, 401, 419; Husband and Wife, 455; Intent, 382; Knowledge of Grantee, 329; Notice, 274; Preference, 179, 292, 365; Statute of Frauds, 215; Subsequent Creditor, 89, 419; Voluntary, 292; Waiver, 401.

Gaming—Action, 419, 455; Constitutional Law, 455; Presumption, 292; Vending Machine, 53; Withdrawal, 142.

Garnishment—Amendment of Petition, 215; Bulk Sales Law, 89; Custodia Legis, 311; Demurrer, 179; Indigent, 347; Jurisdiction, 160; Negotiable Note, 401; Pledge, 160; Stockholders, 437.

Gifts—Advancement, 455; Causa Mortis, 35, 179; Delivery, 179, 274; Deposit in Bank, 293; Estoppel, 274; Inter Vivos, 107; Parol, 401; Revocation, 160; Savings Bank, 125; Surrender of Control, 35.

Good Will—Covenant, 160; Defined, 251; Transferable, 275.

Guaranty—Construction, 251, 419; Forfeiture, 160; Notice, 161; Pleading, 311; Separate Instrument, 419; Strictissimi Juris, 125; Transfer of Note, 161.

Guardian and Ward—Commissions, 365; Estoppel, 311; Settlement, 347.

Hawkers and Peddlers—Corporation, 161.

Highways—Obstruction, 107; Street Railways, 275; Trespassers, 275.

Homestead—Abandonment, 89, 107, 179, 232; Alienation, 419; Contract to Convey, 125; Mortgage, 71; Purchase Money, 107, 455; Residence, 89; Undivided Interest, 53; Waiver, 107.

Homicide—Accomplice, 71; Aggressor, 53, 161, 251; Apparent Danger, 107; Assault With Intent, 401; Attempt to Commit Felony, 142; Conspiracy, 329; Deadly Weapon, 107, 142, 382; Duty to Retreat, 161; Dying Declaration, 89, 107, 125, 233; Evidence, 179; Experiments, 125; Gross Carelessness, 401; Indictment, 17; Intoxication, 293; Justification, 197; Lower Degree, 71; Malice, 107; Mortal Wound, 71; Officer, 35; Perpetration of Felony, 311; Preconcert, 365; Premeditation, 17; Provocation, 17, 197, 215; Repeal of Law, 455; Rebuttal, 275; Reduction of Degree, 233; Reputation, 161; Retreat, 382; Self Defense, 17, 71, 142, 197, 293, 401; Third Person, 197, 382; Uncommunicated Threats, 53.

Hospitals—Individual Interest, 125; Principal and Agent, 142; Respondeat Superior, 125.

Husband and Wife—Action Against Husband, 311; Action by Husband, 125; Acknowledgment of Deed, 142; Agency, 35, 347; Agency of Husband, 215; Agent for Wife, 125; Alienation of Affections, 311; Antenuptial Contract, 161; Broker, 382; Common Law, 251; Community Property, 53, 311, 437, 455; Consideration, 401; Conspiracy, 311; Covenants, 251; Divorce, 107; Earning Capacity, 347; Estate by Entirety, 437; Estoppel, 161, 232, Excessive Verdict, 293; Fraud, 17; Gratuitous Services, 161; Husband's Debt, 401; Injunction, 17; Necessaries, 107, 233; Principal Debtor, 53; Separation Agreement, 125, 179, 311; Separate Estate, 251; Separate Maintenance, 293; Separate Property, 233, 347; Support of Children, 125; Suretyship, 71; Tenancy by Entireties, 161; Tenants by Entirety, 401; Torts of Wife, 275; Voluntary Conveyance, 89, 233; Wife's Services, 401.

Indemnity—Abutting Owner, 107; Action, 383; Primary Negligence, 53; Public Policy, 125; Wholesaler and Retailer, 107.

Indictment and Information—Grand Jury, 197; Ownership of Property, 419.

Infants—Custody, 215; Disaffirmance, 125, 365, 455; Loss of Wages, 215; Necessaries, 161.

Injunction—Adequate Remedy at Law, 455; Ante-Election, 293; Bond, 437; Building Restrictions, 383; Continuing Trespass,

383; Damages, 53, 107; Equity, 329; Irreparable Damage, 107; Jurisdiction, 197, 455; Labor Union, 311; Mandamus, 347; Negative Covenant, 17; Nuisance, 17; Ordinance, 17; Remedy at Law, 437; Trade Union, 437; Trespass, 71.

Innkeepers—Liability, 197.

Insane Persons—Contract, 293; Voidable Conveyance, 179.

Insurance—Acceptance of Policy, 125; Accident, 125, 365; Accidental Injury, 311, 383; Admission of Liability, 347; Agency, 71, 329, 419; Application, 233; Appraisalment, 311; Assignment, 167, 251, 311, 365; Beneficial Association, 215; Beneficiary, 365; Benefit Society, 89, 125, 142; Burden of Proof, 401; 419; By-Laws, 293; Compliance with By-Laws, 275; Constitutional Law, 179; Construction, 35; Contract, 142; Endowment Policy, 251; Employers' Liability, 311; Equitable Owner, 383; Estoppel, 53, 293, 311, 455; Exceptions, 107; Fidelity Bond, 275; Forfeiture, 17, 53, 275; Fraternal Association, 71; Imputable Representation, 365; Indemnity, 233, 293, 401, 437; Injury, 293; Insurable Interest, 17, 251, 293, 401, 419, 455; Interest, 126; Liability of Agent, 71; Liability Insurance, 35; Liability Policy, 233; Material Representation, 293; Misrepresentations, 401; New Contract, 197; Notice, 401; Parol Contract, 197; Premium, 437; Process, 142; Proofs of Loss, 17; Proximate Cause, 161; Regulation, 179; Reinstatement, 251; Removal of Property, 161; Sole and Unconditional Ownership, 293; Standard Policy, 71; Statutory Right, 329; Subrogation, 126, 143, 179; Suicide, 53; Tender, 293; Total Loss, 71; Trust, 437; Unnecessary Danger, 17; Wager Policy, 233; Waiver, 35, 126, 143, 161, 215, 251, 293, 419, 437; Warranties, 197; Warranty, 143, 251, 311, 419.

Interest—Allowance of Claim, 419; Balances, 437; Discretion, 455.

Intoxicating Liquors—Comity, 89; Evidence, 71; Selling, 71.

Joint Adventures—Partners, 329.

Judges—Disqualification, 17.

Judgment—Amendment Nunc Pro Tunc, 215; Burden of Proof, 419; Collateral Attack, 126, 143; Counterclaim, 233; Courts, 35; Entry Nunc Pro Tunc, 215; Equitable Interest, 17; Error Coram Nobis, 215; Estoppel, 197; Fraud, 329; Gambling, 437; Motion for, 251; Insane Person, 197; Notwithstanding Verdict, 89, 437; N. O. V. 215; Parol Evidence, 107; Pleading, 215; Practical Construction, 401; Process, 35; Res Judicata, 89, 126, 143, 179; Uncertainty, 179; Vacation, 197; Verdict, 17; Void, 215; Warrant of Attorney, 89.

Justices of the Peace—Void Judgment, 383.

Landlord and Tenant—Abandonment, 383; Adverse Possession, 53; Agreement by Lessee, 293; Appurtenant, 419; Condition Subsequent, 347; Constructive Eviction, 419; Crops, 329; Destruction of Premises, 179; Delivery of Lease, 197; Estoppel, 17, 197; Eviction, 197, 293, 347; Fire Escapes, 365; Guest of Tenant, 233; Holding Over, 35; Invitee, 107, 233; Lease, 71; Liability, 365; Option, 275; Priority, 383; Renewal, 437; Renewal of Lease, 179; Res Ipsa Loquitur, 179; Surrender of Possession, 71; Tenancy Month to Month, 107; Waiver, 383; Warranty, 53.

Larceny—Conversion, 215; Fake Race, 53.

Libel and Slander—Acts Constituting, 233; Foreign Language, 419; Identifying Person, 455; Injury to Business, 143; Innuendo, 275, 347; Judicial Proceeding, 311; Libel Per Se, 17, 35, 311, 365; Malice, 161; Mercantile Agency, 89; Pleading, 215; Pleading and Proof, 17; Presumption of Damage, 293; Privilege, 35, 161, 293, 329, 455; Publication, 311, 437; Repetition, 401; Special Damages, 35, 251.

Liens—Equity, 215.

Life Estates—Adverse Possession, 143; Improvements, 251; Trustee, 455.

Limitation of Actions—Contingent Fee, 89; Deed of Trust, 89; Demand, 215; Discovery of Fraud, 161; New Promise, 161; Personal Defense, 215; Personal Plea, 293; Retrospective Effect, 311; Stipulations, 251; Suspension, 329; Tax Title, 197; Tolling Statute, 419; Trust, 252; Usury, 419.

Lis Pendens—Notice, 365.

Logs and Logging—Conditional Sale, 71; Deed, 143; Removal, 179; Scaler, 179.

Malicious Prosecution—Ill Will, 365; Malice, 329, 455; Malicious Arrest, 455; Nolle Prosequi, 312; Probable Cause, 419; Similar Offenses, 252.

Mandamus—Jurisdiction, 437; Justice of Peace, 275; Marriage, 437; Pleading, 89; Remand, 275.

Marriage—Annulment, 252; Common Law, 420; Contract, 293; Illicit Relation, 108; Mistake, 161; Presumption, 252; Second Marriage, 35; Validity of, 53.

Master and Servant—Anticipation of Injury, 161; Assumption, 233; Assumption of Risk, 17, 35, 71, 89, 126, 216, 275, 312, 347, 405, 437; Burden of Proof, 126, 329; Comparative Negligence, 455; Compensation Act, 161; Competent Servants, 329; Concurrent Negligence

126, 143; Conjecture, 233; Consideration, 216; Contract of Hire, 143; Contributory Negligence, 197, 402; Course of Duty, 348; Courses of Employment, 383; Damages, 252; Defective Machinery, 71; Discharge, 89, 233; Election of Remedy, 179; Employment, 108, 179, 216, 294; Employers' Liability Act, 420; Established Methods of Work, 312; Eyewitnesses, 197; Federal Employers' Liability Act, 143; Fellow Servant, 17, 71, 161, 252, 455; Foreign Jurisdiction, 108; Guarding Machinery, 216, 383; Hours of Labor, 53; Hours of Service, 312; Husband and Wife, 275; Incompetent Servant, 126, 143; Independent Contractor, 71, 233, 365, 383; Inexperience, 197; Inexperienced Employee, 126; Inexperienced Servant, 143, 348; Inspection, 108, 143; Intentional Injury, 402; Invitee, 216; Joint Agency, 162; Joint Tortfeasors, 162; Joint and Several Liability, 275; Licensee, 383; Master's Promise, 179; Minimum Wages, 53; Negligence, 108, 383, 420, 437; Obvious Danger, 71; Ordinary Care, 420; Pleading, 197, 329; Pleading and Proof, 162; Practice, 143; Profit Sharing, 383; Promise to Repair, 126; Proximate Cause, 17, 35, 53; Quantum Meruit, 89; Question of Fact, 216; Res Ipsa Loquitur, 89, 175, 233, 275, 437; Respondeat Superior, 18, 90, 143, 180, 216, 348, 383; Safe Appliances, 53, 180; Safe Implements, 383; Safe Place to Work, 71, 90, 143, 189, 197, 312; Safeguarding Machinery, 197; Scope of Employment, 233; Specific Performance, 233; Statutory Violation, 420; Sub-Contractors, 54; Subrogation, 365; Surgical Aid, 90; Variance, 348; Vice-Principal, 36, 54, 90, 437; Warning, 80, 108, 365, 455; Workmen's Compensation, 90, 108, 275, 329; Wrongful Discharge, 366, 383; Youthful Employee, 162.

Mercantile Agencies—Contract, 180.

Mechanics' Lien—Authority to Create, 275; Construction Forms, 162; Identifying Material, 383; Statement of Claim, 348; Sub-Contractor, 71.

Mines and Minerals—Discovery, 366; Gas and Oil, 383; Lessee, 312; Notice of Location, 180; Oil Lease, 216; Option, 312; Surface Rights, 420.

Monopolies—Agreements, 348; Restraint of Trade, 180; Right of Action, 329; Theatrical Performances, 180; Trusts, 180.

Mortgages—Acknowledgement, 18; Assumption of Debt, 143; Assumption of Payment, 275; Bond for Title, 437; Consideration, 275, 366; Coupon Notes, 402; Defined, 383; Duplicate Notes, 126; Equity, 126; Equity of Redemption, 366, 437; Foreclosure, 275, 383, 402; Guarantor, 143; Inadequacy of Price, 54; Interest, 420; Merger, 54; Payment, 198; Pre-existing Debt, 36; Priority, 18, 143; Purchase, 162; Purchase Money, 437; Purchaser in Possession, 294; Recording Acts, 72; Redemption, 198; Security, 72; Statute of Limitations, 36; Taxes, 437; Waste, 383.

Municipal Corporations—Abutting Owners, 420; Defined, 394; Enacting Clause, 420; Estoppel, 329; Excavation in Street, 54; Governmental Duty, 420; Independent Contractor, 366; Laches, 72; Liability, 198; Negligence, 18; Negligence per se, 294; Office, 18; Ordinance, 72, 90, 420; Pedestrian, 329; Special Tax, 72; Speed Limit, 366; Streets, 348; Streets and Highways, 329.

Names—Fictitious, 144. z

Navigable Waters—Change of Channel, 384; Navigability, 72; Obstruction, 437; Reasonable Use, 312; Riparian Owner, 126; Riparian Rights, 234.

Negligence—Assumption of Risk, 234; Attractive Nuisance, 180, 216, 455; Automobile, 198; Casual Connection, 252; Child, 384; Comparative, 126; Concurrent, 366; Contributory Negligence, 252; Custom, 252; Defense, 108; Defined, 162; Emergency, 108, 198; Employment of Minor, 180; Employers' Liability Act, 348; Evidence, 366; Guest, 18; Imputability, 126, 312, 366, 420; Independent Contractor, 384, 437; Invitee, 72, 180, 216; Joint Enterprise, 294; Jury Question, 162; Last Clear Chance, 18; Legal Duty, 366; License, 275; Licensee, 36, 329; Pleading, 18, 348; Proximate Cause, 18, 54, 294; Statutory Violation, 252.

Novation—Defined, 126, 180.

Nuisance—Abatement, 294, 420; Defined, 162, 330; Drain, 420; Explosives, 456; Hospital, 456; Injunction, 438; Lawful Business, 108; Prescription, 384; Private Nuisance, 402; Purpresture, 438.

Officers—Illegal Fees, 456; Ministerial Duties, 252; Ratification, 294.

Parent and Child—Automobile, 276; Contributory Negligence, 144; Control of Child, 216; Employment of Child, 234; Insane Child, 18.

Partnership—Adverse Possession, 366; Agency, 198; Agreement, 144; Arbitration, 36; Community of Interest, 276; Confidential Relationship, 180, 216; Corporation, 162; Creditors, 180; Fictitious Name, 384; Participation in Profits, 384; Presumption of, 276; Sharing Profits, 420; Test of, 330.

Partition—Binding Agreement, 180; Parol Agreement, 126; Tenants in Common, 54.

Party Wall—Encroachment, 216.

Patents—License, 402.

Payment—Burden of Proof, 72; Certified Check, 252; Duress, 108; Mutual Mistake, 276; Purchase, 438; Voluntary, 456.

Perpetuities—Express Trust, 302; Remainder Over, 294; Wills, 366.

Physicians and Surgeons—Liability, 36; License, 198; Negligence, 198.

Postoffice—Public Function, 456; Scheme to Defraud, 330.

Principal and Agent—Agency, 198; Authority, 18; Declarations by Agent, 108, 144, 198; Dual Agency, 348; Estoppel, 162; Implied Authority, 384; Misrepresentation, 162; Mortgage, 18; Personal Liability, 36, 252, 402; Power Coupled with Interest, 234; Power of Attorney, 438; Principal and Surety, 276; Proof of Agency, 234; Ratification, 312, 366, 456; Receipt of Benefits, 276; Release of Surety, 402; Secret Instructions, 144; Scope of Agency, 90, 276; Scope of Authority, 252, 366; Scope of Duty, 348; Special Authority, 402; Undisclosed Principal, 216, 348.

Principal and Surety—Alteration, 126; Consideration, 384; Contribution, 456; Corporate Surety, 348; Fraud, 36; Guarantor, 162; Mortgage, 330; Personal Liability, 330; Renewal Notes, 180; Surety Company, 72.

Quieting Title—Decree as Vesting Title, 312; Laches, 252; Multiplicity of Suits, 162; Outlawed Mortgage, 144; Prescription, 456.

Railroads—Abutting Owner, 234; Cattle Guards, 294; Collision, 348; Crossing, 198, 216, 348, 438; Estoppel, 162; Fencing Tracks, 216; Grade Crossings, 216; Last Clear Chance, 18, 216, 366; Lease, 366; Look and Listen, 144; Negative Evidence, 420; Private Crossing, 366; Proximate Cause, 384; Reorganization, 18; Termination of Estate, 330; Trespasser, 366; Warning, 384.

Rape—Damages, 90; Intoxication, 90; Outcry, 234.

Receivers—Agency, 216.

Records—Index, 312.

Reformation of Instruments—Burden of Proof, 162; Laches, 144; Mistake, 72, 180; Mistake of Fact, 456; Mutual Mistake, 234; Omission, 162; Parol Evidence, 252; Remedy at Law, 312.

Release—Construction, 90; Fraud, 144; Joint Tortfeasor, 366, 420; Pleading, 234; Tender, 54.

Religious Societies—Employment, 198; Injunction, 198.

Remainders—Merger, 36.

Removal of Causes—Assignor, 456; Diversity of Citizenship, 72; Implied Warranty, 456; Jury, 294; Nonsuit, 36; Separable Controversy, 180, 456; Separate Controversy, 216; Suit Between Nonresidents, 312; Waiver, 162.

Replevin—Damages, 216.

Rewards—Public Policy, 144.

Sales—Acceptance, 36, 54, 276, 456; Action, 108; Action for, 294; Agency, 330; Assignment, 438; Avoidance of, 366; Binding Contract, 90; Breach of Contract, 72; Burden of Proof, 276; Caveat Emptor, 198, 384; Completed Sale, 18, 36; Conditional Sale, 18, 72, 126, 144, 420; Consideration, 90, 252; Damages, 234, 252, 420; Delivery, 72, 108, 252; Election of Remedies, 276; Executed Contract, 54; Executory Contract, 384; Express Warranty, 18, 234; F. O. B., 54; Fraud, 234; Future Delivery, 438; Growing Crops, 54; Implied Warranty, 54, 108, 198, 234, 402; Inadequacy of Price, 90; Indivisibility, 294; Inspection, 144; Material Representation, 276; Opinion, 402; Refusal to Accept, 144; Refusal to Deliver, 384; Rejection, 90, 438; Repudiation, 54; Resale, 126, 366; Rescission, 36, 198, 312, 330, 384, 402, 438; Retention of Title, 72, 144, 162, 234; Revocation of Order, 366; Second Hand Goods, 366; Title, 72; Tender, 216; Waiver, 438; Warranty, 54, 72, 144, 366, 384.

Seduction—Chastity, 420; Corroboration, 162; Exemplary Damages, 294; Fornication, 72.

Set-Off and Counterclaim—Pleading, 108; Recoupment, 456; Subject Matter, 348.

Sheriffs and Constables—Surety, 198.

Specific Performance—Action for, 108; Contract, 36; Damages, 294; Estoppel, 72; Fraud, 144; Laches, 366, 402; Mutuality, 36, 312; Presumption, 330; Notice, 162; Part Performance, 456; Performance, 72; Personal Property, 198; Remedy, 18; Service by Publication, 144; Statute of Frauds, 330; Tender, 330; Time, 72.

Statute—Repeal, 456.

Street Railroads—Humanitarian Doctrine, 312; Last Clear Chance, 438; Proximate Cause, 72.

Subrogation—Assumption of Mortgage, 294; Mortgage, 252; Surety Company, 348; Volunteer, 162.

Subscriptions—Consideration, 108.

Telegraphs and Telephones—Commerce, 276; Delay, 438; Forged Telegram, 420; Intentional Injury, 276; Mental Suffering, 420; Message, 438; Special Damages, 312.

Tenancy in Common—Adverse Title, 144; Easement, 216; Judicial Sale, 126; Possession, 90; Waste, 36.

Theaters and Shows—Reasonable Care, 402.

Torts—Contract Relations, 402; Tort-Feasors, 348; Violation of Law, 36.

Trade-Marks and Trade Names—Application, 198; Damages, 366; Good Faith, 384; Personal Use, 198; Unfair Competition, 198.

Trial—Burden of Proof, 90.

Trover and Conversion—Assumption of Dominion, 54; Note and Mortgage, 36; Tender, 330.

Trusts—Breach, 420; Constructive Trust, 402, 420; Contingent Interest, 276; Creation of 162; Defalcation, 18; Discretion, 420; Equitable Relief, 108; Estoppel, 108; Executed, 126; Following Trust Funds, 90; Liability of Trustee, 456; Married Woman, 180; Parol Agreement, 276; Personality, 252; Resulting Trust, 312; Statute of Frauds, 234; Substituted Trustee, 438; Termination, 54; Testamentary Gift, 330; Trustee ex Maleficio, 72; Uses and Trusts, 276.

Usury—Concealment of, 348; Evasion, 234; Intent, 456; Test of, 36.

Vendor and Purchaser—Assumption of Debt, 180; Benefit of Vendee, 54; Binding Agreement, 234; Burden of Proof, 144, 330; Deficiency, 294; Equitable Ownership, 144; Equities, 108; Failure of Consideration, 384; Forfeiture, 438; Fraud, 144, 198; Fraudulent Representation, 144; Laches, 276; Marketable Title, 18, 144; Money Paid, 330; Names, 90; Notice, 90, 294, 402, 438; Option, 348; Performance, 18; Possession as Notice, 234, 438; Record Title, 348; Rescission, 54, 180, 330, 366, 438; Specific Performance, 330; Time of Essence, 312.

Waters and Water Courses—Diversion, 126, 198, 384; Equity, 54; Estoppel, 108, 276; Municipality, 144; Prescriptive Right, 312; Riparian Owner, 18, 90; Surface Water, 54, 348; 384.

Wills—Alienability, 18; Aliunde Evidence, 294; Attestation, 252, 276, 330, 348, 402, 438; Attesting Witness, 312; Attorney's Fees, 108; Character of Instrument, 18; Codicil, 234; Collateral Attack, 126; Condition Precedent, 54; Construction, 18, 36, 108, 180, 198, 234, 252, 312, 330, 384, 402, 420, 456; Contest, 348; Contingent Interest, 312; Contingent Remainder, 108; Costs, 294; Delusions, 330; Descendant and Distribution, 180; Devise of Fee, 402; Devise in Fee, 402; Dividends, 54; Divorce, 72; Dower, 72; Election, 234; Execution, 294; Forfeiture, 252; Gift to Class, 294; Heirs, 348; Intention, 384; Intent of Testator, 36; Joint Wills, 180; Latent Ambiguity, 144; Lawful Issue, 312; Legacy, 234; Life Estate, 234; Mutual Will, 330; Nuncupative, 330; Olographic, 294; Passing of Fee, 234; Perpetuities, 180; Perpetuity, 54; Power of Appointment, 252, 276; Precatory Trust, 216; Precatory Words, 384; Probate, 90, 252; Province of Jury, 144; Publication, 36, 54; Revocation, 234, 294, 330, 384, 438, 456; Remainder, 36; Remaindermen, 294; Residuary Estate, 456; Restraint of Marriage, 456; Right to Propound, 234; Shelley's Case, 438; Signing, 438; Spendthrift Trust, 54; Subscription, 276; Testamentary, 162; Testamentary Capacity, 54, 108, 216, 438; Undue Influence, 90, 234, 276, 384; Validity, 420; Widow, 36.

Witnesses—Contempt, 90; Incrimination, 90; Privilege, 108.

Work and Labor—Voluntary Service.

CENTRAL LAW JOURNAL

INTERNATIONAL LAW LIST

A list composed of subscribers to the CENTRAL LAW JOURNAL in good standing, and recommended by us to subscribers for use in the interchange of legal business. We advise that terms and fees for service be arranged by correspondence, as bar association rules in different localities make it impossible to publish a uniform scale of fees. Kindly mention the CENTRAL LAW JOURNAL when corresponding with attorneys whose names appear in this list.

ALABAMA.

ATHENS.
W. R. Walker.

BIRMINGHAM.
E. M. Allen.
Lyon Bradley.
E. A. Brown.
Hugh H. Ellis.
Richard H. Fries.
Henry J. King, Jr.
J. C. King.
Leader & Ewing.
Ivey F. Lewis.
Fergus & McCarthy.
L. C. Leadbeater.
John Hearst Miller.
Nathan L. Miller.
Eric Pettus.
Z. T. Rudolph.
Victor H. Smith.
Roy M. Sterne.
John Trimble.
Henry K. White.
Frank S. White.
& Sons.
W. J. Whitaker.
Horace Wilkinson.
Sterling A. Wood.

CARROLLTON.
Robt. E. Skinner.

CLANTON.
J. C. Middleton.

DECATUR.
W. W. Callahan.
E. W. Godbey.

DOTHAN.
W. R. Chapman.

ENSLEY.
Fred G. Moore.

FLORENCE.
Williams & Roberts.

GADSDEN.
P. E. Cullh.

HUNTSVILLE.
W. Walker.

LINDEN.
W. R. Kimbrough.

MOBILE.

G. B. Cleveland, Jr.
Jesse L. Hogan.

MONTGOMERY.
W. M. Blakey.
Crum & Weil.
Ray Rushton.

OPELIKA.
N. D. Denison.

OPP.
E. O. Baldwin.

SELMA.
Mallory & Mallory.

TALLAHASSEE.
W. M. Weston.

TROY.
Cul Walker.

TUSCUMBIA.
J. T. Kirk.

WEDOWEE.
Chas. W. Clegg.

ALASKA.

FAIRBANKS.
John F. Dillon.
Morton E. Stevens.

JUNEAU.
Royal A. Gunnison.

KETCHIKAN.
Chas. H. Cosgrove.

SEWARD.
J. J. Finnegan.

VALDEZ.
E. E. Ritchie.

ARIZONA.

DOUGLAS.
Robt. M. French.
H. L. Noble.

FLORENCE.
J. G. Bogard.

HOLBROOK.

Jesse E. Crosby.
Clarence L. Jordan.

JEROME.
Heyward M. Gibbs.

MIAMI.
Geo. F. Senner.

PHOENIX.
L. B. Alexander.
Baker & Baker.
Earl S. Curtis.
Paul Repan Ingles.
Kibbey, Bennett & Bennett.
F. C. Struckmeyer.
Lewis A. Watson.
J. B. Woodward.

ST. JOHNS.
O. E. Oberson.

TOMBSTONE.
W. G. Gilmore.

TUSCON.
Frank E. Curley.
J. D. Mackay.
Eugene S. Ives.

WILCOX.
John C. Gung'l.

ARKANSAS.

ARCADELPHIA.
Callaway & Huie.

ASHDOWN.
T. C. Cowling.

BATESVILLE.
Jno. B. McCaleb.

BLYTHEVILLE.
O. A. Lasley.
R. A. Nelson.

BOONEVILLE.
Leon Westmoreland.

CAMDEN.
C. M. Martin.
Powell & Taylor.
C. W. Smith.

CONWAY.

E. E. Reynolds.
R. W. Robins.

CORNING.
C. L. Daniel.

DIERKS.
Bryan Billings.

ENGLAND.
Frank N. Henderson

EL DORADO.
Pat McNally.

EUREKA SPRINGS.
John B. Pendergrass.

FAYETTEVILLE.
M. R. Turner.

FOREMAN.
J. O. Livesay.

FORDYCE.
H. T. Harrison.

FORREST CITY.
S. H. Mann.

FORT SMITH.
Cravens & Cravens.
Jas. B. McDonough.
Ira D. Oglesby.
Thos. B. Pryor.

GURDON.
W. E. Hoynle.

HAMBURG.
G. P. George.

HOT SPRINGS.
J. P. Henderson.
J. E. Long.
Y. W. Lakeman.

JONESBORO.
N. F. Lamb.

KNOBEL.
C. O. Raley.

CENTRAL LAW JOURNAL

LAKE CITY.
J. Scoby.

LEWISVILLE.
Hamiter & Dickson.

LITTLE ROCK.
Will Akers.
J. W. Blackwood.
Ashley Cockrill.
P. D. English.
James A. Gray.
Tom M. Mehaffy.
Walter M. Purvis.
Riddick & Dobyns.
D. D. Terry.
Geo. Vaughn.

MONOKE.
Trimble & Robinson.

MAMMOTH SPRINGS.
C. E. Elmore.

MARION.
Hugh Haden.

McGEHEE.
P. S. Seaman.

MORRILTON.
John E. Clergert.
John F. Sellers.

MOUNTAIN HOME.
W. C. Alley.

MOUNTAIN VIEW.
Ben F. Williamson.

NASHVILLE.
Sam E. Leslie.
W. C. Rodgers.

NEWPORT.
S. D. Campbell.
John W. Stayton.

PIGGOTT.
Spence & Dudley.

PINE BLUFF.
W. F. Coleman.
A. R. Cooper.
I. F. Long.
Taylor & Jones.

QUITMAN.
Wm. F. Hammock.

RECTOR.
Z. B. Harrison.

ROGERS.
E. M. Fowler.
Thomas & Garrott.

RUSSELLVILLE.
T. J. Bullock.
A. Steel Hayes.

SEARCY.
John S. DeBois.
Harry Neely.
Rachels & Miller.

VAN BUREN.
L. H. Southmayd.

WALDRON.
A. F. Smith.

WASHINGTON.
W. H. Etter.

CALIFORNIA.

BERKELEY.
Hon. Clarence E.
Baker.

ALTURAS.
Harley R. Wiley.

COLUSA.
Hon. H. M. Alberty.
Ernest Weyand.
Phil B. Arnold.

CORNING.
W. H. Harris.

FRESNO.
F. H. Short.
J. N. Sprouce.

HOLLISTER.
Gilmore Agnew.

LAKEPORT.
Patrick R. Jourdain.

LONG BEACH.
Hon. T. A. Sherwood
P. E. Keller.

LOS ANGELES.
Max Adler.
Barr & Holley.
James H. Blanchard.
Chas. S. Burnell.
Harvey D. Cheney.
Leslie E. Clawson.
Wm. Durham.
Gibson, Trask, Dunn
& Crutcher.
M. J. Gordon.
S. A. D. Gray.
Lynn Helm.
J. W. Hocker.
W. J. Hunsaker.
A. W. Hutton.
R. P. Jennings.
James M. Kerr.
John F. King.
W. E. Lady.
Warren E. Lloyd.
Louis Luckel.
McKenna & Mc-
Kenna.
E. E. Milliken.
John W. Mitchell.
E. C. Pyle.
Paran F. Rice.

LOYALTON.
Henry B. Neville.

NAPA.
John T. York.

OAKLAND.
John J. Allen.
Chas. A. Beardsley.
Harmon Bell.
R. M. Fitzgerald.
Milton Hamilton.
Austin Lewis.
Dudley Kinsell.
Jno. L. McVey.
Peck, Bunker &
Cole.

ORANGE.
Wm. M. Brown.

PASADENA.
E. R. Bartlett.
M. B. Butler.
L. W. Jutten.

PETALUMA.
W. H. Early.

POMONA.
W. A. Garrett.

RED BLUFF.
A. H. Ludeman.
W. A. Fish.

REDLANDS.
Halsey W. Allen.

RIVERSIDE.
C. L. McFarland.
Purington & Adair.

SACRAMENTO.
Butler & Swisler.
Devlin & Devlin.
Wm. F. Renfro.

SAN BERNARDINO.
Herbert H. Chase.

SAN DIEGO.
Jno. M. Cannon.
H. E. Doolittle.
Sam F. Smith.
Morganstein, McGee
& Hendee.

SAN JOSE.
B. S. Crittenden.
L. E. Petree.

SAN RAFAEL.
Henry Greer.

SAN FRANCISCO.
Wm. M. Abbott.
R. M. Armstrong.
W. R. Bacon.
Hamilton Bauer.
Richard Bayne.
J. M. Blake.
Carrall Cook.
F. A. Cutler.
A. J. Dahlin.
F. P. Deering.
J. A. Devoto.
Louis P. Dunkley.
Hon. M. J. Green.
T. T. C. Gregory.
Henry C. Harmes.
Edward C. Harrison.
Jos. K. Hutchinson.
John L. A. Jaunet.
Geo. E. Keane.
C. H. Kinsey.
Knight & Heggerty.
Lent & Humphrey.
John M. Lewis.
G. W. McEnerney.
W. C. Metzger.
T. S. Minot.
Robert R. Moody.
J. L. Nagel.
Pillsbury Madison &
Sutrow.
Grant H. Smith.
E. L. Stockwell.
Thomas Beedy &
Lanagan.
U. S. Webb.
C. H. Wilson.
L. A. Wittenmyer.
Wright, Wright &
Stetson.

SANTA CLARA.
H. V. Kimberlin.

SANTA CRUZ.
E. C. Kramer.

SANTA BARBARA.
Wm. G. Griffith.

TULARE.
C. L. Russell.

TURLOCK.
R. R. Fowler.

UKIAH.
T. J. Weldon.

WATSONVILLE.
P. J. McSherry

WILLOWS.
Frank Freeman.

COLORADO.

ALAMOSA.
John T. Adams.

BOULDER.
Edw. L. Coates.
J. E. Kirkbride.

BUENA VISTA.
Gilbert A. Walker.

CENTRAL CITY.
J. M. Seright.
Chase Withrow.

COLORADO SPRINGS.
James A. Orr.
Sherwin & Hunger-
ford.
J. T. White.

CRIPPLE CREEK.
Boughton & Alter.

DELTA.
George W. Bruce.

DEL NORTE.
Jesse C. Wiley.

DENVER.
Barker, Boyd &
Bancroft.
Toney, Bartels &
Blood.
Paul M. Clark.
D. J. Davis.
Wilbur F. Denious.
Henry A. Dubbs.
Hon. James E. Gar-
rigues.
Horace N. Hawkins.
Thos. H. Hood.
Philip Hornbein.
C. J. Hughes.
Wm. E. Hutton.
J. W. Kelley.
D. B. Kinkaid.
Hon. E. R. Lewis.
McKnight & Henry.
Henry F. May.
Morris & Grant.
Frank A. Pettibone.
David Plessner.
C. H. Redmond.
R. D. Rees.
W. T. Rogers.
Douglas A. Roller.

DURANGO.
McCloskey & Moody.
W. N. Searcy.

FLORENCE.
Geo. H. Wilkes.

FT. COLLINS.
R. M. Fleming.
Fred W. Stow.
Fancher Sarchet.
Paul W. Lee.

GLENWOOD.
SPRINGS.
John E. Ethell.

GRAND JUNCTION.
S. M. Logan.
Guy V. Sternberg.

GREELEY.
F. J. Green.
Wm. H. Thompson.
Charles D. Todd.
Emil B. Hatch.

HOTCHKISS.
E. S. Babbitt.

IDAHO SPRINGS.
F. L. Collom.
Edwin L. Regennit-
ter.

CENTRAL LAW JOURNAL

JULESBURG.
Roy T. Johnson.

LA JUNTA.
A. B. Wallis.

LAMAR.
Granby & Hillyer.

LEADVILLE.
M. F. Ryan.

LONGMONT.
Lance W. Newby.
Jacob S. Schley.

LOVELAND.
John H. Simpson.

MONTROSE.
Chas. J. Moynihan.

PAONIA.
M. D. Vincent.

PUEBLO.
R. A. Crossman.
T. H. Devine.

**STEAMBOAT
SPRINGS.**
C. R. Monson.

TELLURIDE.
L. W. Allen.

TRINIDAD.
F. W. Clark.
Malcolm B. Erickson

CONNECTICUT.

BRIDGEPORT.
Cullinan & Cullinan.
Shannon & Wilder.

GREENWICH.
Wm. J. Ferris.

HARTFORD.
John J. Dwyer.
Wilbur T. Halliday.
Hon. W. F. Henry.
Louis H. Katz.

LITCHFIELD.
Thos. F. Ryan.

NEW BRITAIN.
B. F. Gaffney.

NEW HAVEN.
Watrous & Day.
James E. Wheeler.

NEW LONDON.
Arthur B. Calkins.
Chas. E. Hickey.
H. A. Hull.

NORWICH.
Chas. V. James.

ORANGE.
Robt. J. Woodruff.

SO. NORWALK.
Jno. H. Light.

STAMFORD.
Russell Porter
Clark.
Wm. M. Ford.
Edw. O. Jansen.
Taylor & Jenkins.

WATERBURY.
T. F. Carmody.
John H. Cassidy.
Arthur F. Elh.
Chas. G. Root.

DELAWARE.

DOVER.
Chas. H. Le Fevere.

WILMINGTON.
Howell S. England.
Thos. J. Laffey.
Marvel, Marvel &
Wolcott.
John P. Nields.

DISTRICT OF COLUMBIA.

WASHINGTON.
Britton & Gray.
Arthur W. Brown.
Chapin Browne.
Watson E. Coleman.
Geo. C. Gertman.
Frank J. Hogan.
Hon. J. R. Lamar.
J. M. McLachlen.
Chester Morrill.
Le Roy E. Reed.
J. Dudley Smith.
J. W. Staggers.
H. T. Taggart.
Philip Walker.

FLORIDA.

BARTOW.
R. B. Hubbaker.
H. K. Oliphant.

BRADENTOWN.
Singletary & Reaves

BRANFORD.
C. C. Howell.

BUSHNELL.
J. B. Koonce.

CLEARWATER.
John W. Bird.

DADE CITY.
O. L. Dayton.

DE LAND.
Stewart & Bly.

FT. MEADE.
Geo. E. Childers.

FORT MYERS.
Cyrus Stewart.

FORT OGDEN.
C. C. Morgan.

GAINESVILLE.
Evans Halls.

INVERNESS.
Lloyd L. Strauss.

JACKSONVILLE.
Gary W. Alexander.
Lionel F. Brothers.
D. C. Campbell.
Carter & McCoilum.
Cockrill & Cockrill.
J. C. Cooper, Jr.
Frank L. Dancy.
F. M. Durrance.
E. J. L. Engle.
Kay, Doggert &
Smith.
W. T. McCaffery.
Robt. Pennington.

KEY WEST.
J. Vining Harris.

KISSIMMEE.
Pat Johnston.
W. J. Sears.

LAKE LAND.
Spencer & Spencer.

LEESBURG.
J. B. Gaines.

MIAMA.
A. J. Rose.

MILTON.
C. P. Diamond.

MONTICELLO.
Theo. T. Turnbull.

OCALA.
M. L. Marshon.

ORLANDO.
Dickinson & Dickin-
son.
Massey & Warlow.

PALATKA.
S. W. Bassett, Jr.
J. V. Walton.

PENSACOLA.
John C. Avery.
W. A. Blount, Jr.
E. C. Maxwell.
S. Pasco, Jr.

PERRY.
W. B. Davis.

SANFORD.
E. P. Householder.
Thos. E. Wilson.

TALLAHASSEE.
T. F. West.

TAMPA.
J. W. Frazier.
K. I. McKay.
C. B. Parkhill.
Craig Phillips.
E. Lemar Sparkman.
E. Boyd Sparkman.
J. T. Watson, Jr.

TAVARES.
H. C. Duncan.

TITUSVILLE.
Ely O. Thompson.

WAUCHULA.
A. Yancy Teachy.

GEORGIA.

ALBANY.
Pope & Bennett.

ARLINGTON.
B. W. Fortson.

AMERICUS.
J. A. Hixon.
G. R. Ellis.

ATHENS.
Cobb & Irwin.
J. J. Strickland.

ATLANTA.
H. Alexander.
Robert C. Alston.
Bryan & Middle-
brooks.
Dorsey, Brewster,
Howell & Heyman.
Smith Hammond &
Smith.
James K. Hines.

ATLANTA.
James L. Key.
Albert E. Mayer.
C. L. Pettigrew.
C. B. Rosser.
Geo. B. Rush.
Wm. H. Scott.
Burton Smith.
Alex W. Stephens.
Basil Stockbridge.
W. D. Thomson.
W. T. Waters.
Geo. Westmoreland.

AUGUSTA.
C. H. & R. S. Cohen.
Wm. H. Fleming.
T. S. Lyons.

CAMILLA.
W. H. Haggard.

BAXLEY.
W. W. Bennett.

BUENA VISTA.
N. B. Butt.

CLARKESVILLE.
J. E. Edwards &
Son.

CLAXTON.
Colquitt Daniel.

CLAYTON.
Thaddeus L. Bynum.

CORDELE.
F. G. Boatright.
Crum & Jones.
Matthew W. Eakes.

CUMMING.
Louis E. Wisdom.

DOUGLAS.
W. A. Wood.

FAIRBURN.
Oscar Parker.

GAINESVILLE.
A. C. Wheeler.

GREENVILLE.
J. N. Terrell.

GRIFFIN.
W. H. Taylor.

HAWKINSVILLE.
H. F. Lawson.

JASPER.
Roscoe Pickett.

LAGRANGE.
A. H. Thompson.

LAWRENCEVILLE.
M. D. Irwin.

MARAE.
B. M. Frizell.
W. B. Smith.

MACON.
Arthur H. Coddington.
Chas. H. Hall, Jr.
Walter T. Johnson.
Harry S. Strozler.

MONTICELLO.
Greene F. Johnson.

MORGAN.
C. J. Taylor.

CENTRAL LAW JOURNAL

OCILLA.
H. J. Quincy.
D. L. Rogers.

PELHAM.
J. J. Hill.

QUITMAN.
Jno. F. McCall.

ROME.
J. E. Dean.
John H. Reece.
W. S. Rowell.
Wright Willingham.

SAVANNAH.
S. B. Adams.
Henry C. Cunningham.
Garrard & Gazan.
Wm. R. Leaken.
Peter W. Meldrim.
F. A. Morgan.
O'Byrne, Hartridge
& Wright.
Osborne & Lawrence.
Geo. W. Owens.
T. P. Ravenel.
Wm. B. Stephens.
Twiggs & Gazan.
Thomas F. Walsh.

SPRING PLACE.
H. H. Anderson.

STATESBORO.
G. S. Johnston.

SYLVANIA.
A. B. Lovett.

UNADILLA.
F. H. Kirkland.

VIENNA.
W. V. Harvard.

WAYCROSS.
Wilson, Bennett &
Lambdin.

WAYNESBORO.
E. V. Heath.

HAWAIIAN ISLANDS.

HONOLULU.
Thompson, Wilder,
Watson & Lymer.

KAHULI.
E. R. Bevins.

IDAHO.

AMERICAN FALLS.
O. R. Baum.

BLACKFOOT.
Albert S. Dickinson.

BOISE CITY.
G. G. Adams.
Milton G. Cage.
T. C. Coffin.
E. J. Frawley.
Raymond L. Givens.
Johnson & Johnson.
Chas. Koelsch.
Kare Paine.
J. T. Pence.
Richards & Haga.
Chas. E. Winstead.
Fremont Wood.

BONNER'S FERRY.
S. E. Henry.

BUHL.
P. W. Monahan.
Arthur W. Ostrom.

BURLEY.
W. E. Abraham.
C. A. Johnson.
S. T. Lowe.
J. C. Rogers.

CALDWELL.
Owen M. Van Duyn.

COTTONWOOD.
C. W. Greenough.

COUNCIL.
L. L. Burtenshaw.

HAILEY.
McFadden & Broad-
head.

IDAHO FALLS.
James S. Byers.
O. E. McCutcheon.

LEWISTON.
James E. Babb.
Finis Bentley.
Fred E. Butler.
Chas. H. Chance.

OAKLEY.
W. L. Dunn.

ORIFINO.
Wm. J. Hannah.

RUPERT.
Homer C. Mills.

ST. ANTHONY.
A. H. McConnell.

SAND POINT.
John M. Flynn.
E. E. Wheelen.
G. H. Martin.

SHOSHONE.
Johnson & Hadock.

ILLINOIS.

ALTON.
J. V. E. Marsh.

AURORA.
Peppers & Wing.

BELLEVEILLE.
E. W. Kreitner.

BELVIDERE.
P. H. O'Donnell.

BLOOMINGTON.
Barry & Morrissey.

CAMBRIDGE.
Chester M. Turner.

CANTON.
C. B. Adams.

CARTHAGE.
Wm. B. Risse.
Charles J. Scofield.

CENTRALIA.
June C. Smith.

CHICAGO.
E. A. Aborn.
Samuel Adams.
Alden, Latham &
Young.
Ashcraft & Ash-
craft.
R. W. Barger.
Ernest H. Bastian.
F. L. Boyd.
Aug. Binswanger.

CHICAGO.
Buell & Abbey.
Axel Chytraus.
E. S. Cummings.
Herman Frank.
Frederick Lobell.
Loesch, Scofield &
Loesch.
P. W. Loskill.
Geo. E. McCaughan.
Jos. A. McInerney.
James C. McShane.
A. W. Martin.
Mayer, Meyer & Aus-
trian.
Chas. J. Michal.
E. B. Mount.
Edwin A. Munger.
J. S. Murray.
Newman, Poppen-
hausen & Stern.
F. P. Read.
Rosenthal & Hamil.
H. A. Scandrett.
John L. Shortall.
Thomas L. Stitt.
Dennis W. Sullivan.
W. D. Washburn.
Harris F. Williams.
Winston, Payne &
Strawn.

DECATUR.
James S. Baldwin.
I. A. Buckingham.
H. C. Stanley.

DANVILLE.
David Allison.

DOWNERS GROVE.
A. B. Snow.

E. ST. LOUIS.
Kramer Kramer &
Campbell.
J. R. McMurdo.

EFFINGHAM.
Wm. B. Wright.

EVANSTON.
Robt. H. Gault.

FREEPORT.
E. R. Shaw.

FULTON.
McMahon & Rogers.

GALENA.
Hon. Thomas H.
Hodson.

GALESBURG.
A. K. Hardy.
E. J. King.

GOLCONDA.
Chas. Durflee.

HARRISBURG.
M. S. Whitley.

HERRIN.
Geo. K. Crichton.

HIGHLAND.
J. P. Streuber.

JACKSONVILLE.
Wm. N. Haingrove.
Edward P. Kirby.

MACOMB.
Neece & Elting.
Vose & Creel.

MATTOON.
Andrews & Vause.

MILAN.
Henry E. Ditzen.

MONMOUTH.
J. E. Brown.
R. J. Grier.

OTTAWA.
Owen Anderson.
Jas. J. Conway.

OQUAWKA.
James W. Gordon.

PEKIN.
Franklin L. Velde.

PEORIA.
Henry C. Fuller.

RANTOUL.
Jas F. Clark.

ROCHELLE.
Baxter & Wirlich.

ROCKFORD.
A. D. Early.
C. W. Ferguson.
Hon. A. H. Frost.
B. A. Knight.
Robt. Rew.
B. K. Welsh.

ROCK ISLAND.
Jackson, Hurst &
Stafford.

SHAWNEETOWN.
D. M. Kinsall.

SPRINGFIELD.
E. L. Chapin.

STREATOR.
Wm. H. Boys.
Arthur H. Shay.

SYCAMORE.
John Falssler.

TUSCOLA.
Chas. G. Eckhart.

VIENNA.
H. A. Spann.

WINCHESTER.
James M. Riggs.

WINNETKA.
Elmer Allen Kim-
ball.

INDIANA.

ANDERSON.
J. A. Van Osdal.

AUBURN.
P. V. Hoffman.

BATESVILLE.
M. F. Bohland.

COLUMBUS.
C. S. Baker.
J. F. Cox.
Donaker & Snaugh.
Kollmeyer & Shrap-
nack.
John W. Morgan.

CONNERSVILLE.
McKee, Frost & El-
liot.

CRAWFORDSVILLE.
Benj. Crane.

EAST CHICAGO.
P. McCloskey.

CENTRAL LAW JOURNAL

ELKHART.
C. C. Raymer.
Perry L. Turner.

ELWOOD.
H. F. Wilkie.

EVANSVILLE.
E. H. Iglehart.

FORT WAYNE.
Breen & Morris.
Emrick & Emrick.
Samuel M. Hench.
Dick M. Vesey.

FRANKLIN.
White & White.

GOSHEN.
Deahl & Deahl.
A. S. Zook.

GREENCASTLE.
B. F. Corwin.

GREENSBURG.
John F. Goddard.
Rollin A. Turner.
Wickens & Osborn.

GREENWOOD.
E. A. McAlpin.

HAMMOND.
L. L. Bomberger.
Walter J. Lotz.

HUNTINGTON.
Hilo N. Freightner.
Sumner Kenner.

INDIANAPOLIS.
Geo. W. Galvin.
Wm. P. Herod.
M. W. Hopkins.
David R. Murray.
Frank C. Olive.
Jesse W. Potter.
L. Ebling Reinhold.
W. W. Thornton.
D. P. Williams.

KOKOMO.
Earl E. Barnes.
Bell & Kirkpatrick.
Jos. C. Herron.

KNIGHTSTOWN.
Newby & Newby.

KNOX.
Chas. H. Peters.

LAFAYETTE.
Edgar G. Collins.
E. P. Hammond.
A. L. Kumer.
Chas. E. Lake.
Martin A. Quinn.

LINTON.
Jesse F. Weisman.

LOGANSPORT.
D. C. Arthur.
Hon. John S. Lairy.

MARION.
T. B. Wheeler.

MILFORD.
Richard Vanderveer.

MONTEZUMA.
C. G. Powell.

MT. VERNON.
G. V. Menzies.

MUNCIE.
Frank Ellis.
Koons & Koons.
W. W. Orr.

NAPPANEE.
Perry A. Early.

NEW ALBANY.
John W. Ewing.
D. Kirke Hedden.

NORTH VERNON.
Wm. Fitzgerald.

RICHMOND.
Gardner, Jessup &
White.

ROCKPORT.
E. L. Boyd.

ROCHESTER.
O. F. Montgomery.

RUSHVILLE.
John H. Kiplinger.

SOUTH BEND.
Geo. Ford.
W. A. Grzesek.

SCOTTSBURG.
Lawson N. Mace.
S. B. Wells.

SEYMOUR.
Abe C. Branaman.
J. H. Kamman.
F. W. Wesner.

SPENCER.
I. H. Fowler.

SULLIVAN.
Chas. D. Hunt.
A. D. Leach.
J. W. Lindley.

TERRE HAUTE.
H. J. Baker.
C. A. Roysce.

UNION CITY.
Wm. F. Fowler.

VALPARAISO.
Crumpacker &
Daly.

VEVAY.
F. M. Griffith.

WABASH.
D. F. Brooks.

WARSAW.
S. W. Royse.

IOWA.

ACKLEY.
J. M. Scales.

ALBIA.
John T. Clarkson.

ALGONA.
J. L. Bonar.
W. B. Quarton.

ALTON.
G. W. Pitts.

BEDFORD.
Flick & Flick.
Frank Wisdom.

BODE.
Oscar T. Gullixson.

BURLINGTON.
LaMonte Cowles.
J. T. Illick.

CEDAR FALLS.
J. B. Newman.

CEDAR RAPIDS.
Jamison & Smyth.
Redmond & Stewart.

CLINTON.
Chase & Seaman.
Marvin H. Lake.

COUNCIL BLUFFS.
George Carson.
Thos. G. Harrison.
Harry L. Robinson.
Tinley & Mitchell.

CRESCO.
E. A. Church.
Charles Pergler.

CRESTON.
D. W. Higbee.

DAVENPORT.
Jas. W. Bollinger.
J. C. Hall.
E. D. Letts.
B. T. O'Neill.
Isaac Petersburg.
Henry Vollmer.
W. H. Wilson.

DECORAH.
H. F. Barthell.

DES MOINES.
Bowen & Alberson.
O. M. Brockett.
M. H. Cohen.
Frank H. Dewey.
Dudley & Coffin.
I. M. Earle.
Holloran & Starkey.
Clyde Kirk.
W. E. Miller.
Clinton L. Nourse.
M. S. Odle.
Parker, Parrish &
Miller.
Oscar Strauss.
Sullivan & Sullivan.
S. G. Van Auker.
Geo. Wambach.
Geo. A. Wilson.

DUBUQUE.
J. P. Frantzen.
Kenline & Roedell.
Geo. T. Lyon.
Hugh Stuart.

ELDORA.
E. H. Lundy.

FORT DODGE.
R. M. Wright.

HAMBURG.
T. S. Stevens.

INDEPENDENCE.
Roy A. Cook.

INDIANOLA.
O. C. Brown.
F. P. Henderson.

IOWA CITY.
Mrs. Walter M.
Davis.
Frank F. Messer.

KEOKUK.
E. L. McCold.

LE MARS.
P. Farrel.

LENOX.
J. R. Locke.

LIVERMORE.
F. M. Miles.

MASON CITY.
Earl Smith.

MONTICELLO.
Herrick & Reed.

MT. HAMIL.
James B. Bruff.

MUSCATINE.
E. M. Warner.

NEVADA.
U. S. Alderman.

OSKALOOSA.
Burrell & Devitt.

OTTUMWA.
W. S. Asbury.

PARKERSBURG.
M. F. Edwards.

RED OAK.
Beeson & Thomas.

ROCKWELL CITY.
M. W. Frick.

SAC CITY.
Malcolm Currie.

SHENANDOAH.
Earl R. Ferguson.
Roy Hauens.
J. B. Jennings.
V. V. McIntosh.

SIOUX CITY.
Kass Bros.
J. L. Kennedy.
C. R. Metcalfe.

SPRINGDALE.
Chas. E. Mather.
STORM LAKE.
James De Land.

SWEA CITY.
Jos. M. Dye.

TAMA.
J. W. Willett.

TIPTON.
W. G. W. Geiger.

TOLEDO.
C. E. Walters.

VICTOR.
T. A. Lane.

WAPELLO.
Arthur Springer.

WATERLOO.
Edward & Longley.
Frank P. Keane.
Hon. C. W. Mullan.

WEBSTER CITY.
Chas. A. Biernatzki.
A. N. Boeve.
Wesley Martin.

KANSAS.

ALTOONA.
Wm. S. Willitt.

CENTRAL LAW JOURNAL

AUGUSTA.
N. A. Yaeger.

ARKANSAS CITY.
L. C. Brown.
Love & Wright.

ATTICA.
J. D. Bradley.

BURLINGTON.
J. M. Pleasant.

CLAY CENTER.
W. P. Anthony.
W. F. Roche.

COFFEYVILLE.
W. E. Ziegler.

DODGE CITY.
J. M. Kirkpatrick.
Walter L. Bullock.

EMPORIA.
E. N. Evans.

FORT SCOTT.
John H. Crain.

GARDEN CITY.
H. O. Trinkle.

GREENSBURG.
John W. Davis.

HORTON.
A. B. Crockett.

HUMBOLDT.
G. A. Amos.

HUTCHINSON.
C. E. Branine.
F. Dumont Smith.

INDEPENDENCE.
Stanford & Stanford.
N. E. Van Tuyl.

JETMORE.
Roscoe H. Wilson.

JUNCTION CITY.
Jas. V. Humphrey.

KANSAS CITY.
I. F. Bradley.
Jas. E. Hogan.
Geo. W. Littick.
C. O. Littick.
Edwin S. McAnany.
John T. Sims.
Thompson & Brady.

KINGSLEY.
T. S. Haun.

KIOWA.
F. F. Perry.

LAWRENCE.
Thos. Harley.
L. H. Menger.
M. A. Gorrill.

LEAVENWORTH.
Arthur M. Jackson.
J. H. Wendorff.

MCPHERSON.
Geo. W. Allison.

BARION.
Roscoe L. King.

OBERLIN.
A. C. T. Gelger.

OTTAWA.
J. W. Costigan.
W. S. Jenks.

PEABODY.
C. M. Clark.

QUINTER.
John R. Parsons.

RUSSELL.
J. G. Vogelsang.

SALINA.
Dallas Grover.
John H. Wilson.

SEDAN.
J. D. McBrian.

SEDGWICK.
C. L. Foster.

SHARON SPRINGS.
D. R. Beckstrom.

TOPEKA.
W. A. S. Bird.
Clinton J. Evans.
T. F. Garver.
D. R. Hite.
Otis E. Hungate.
A. M. Thomas.

WAMEGO.
C. A. Bandel.
WELLINGTON.
W. T. McBride.

WICHITA.
John W. Adams.
Geo. Gardner.
Houston & Brooks.
Chester I. Long.
Davis Smyth.
Stanley Vermillion
& Evans.

WINFIELD.
S. C. Bloss.
Jos. T. Lafferty.

KENTUCKY.

ASHLAND.
J. S. Fullerton.
C. B. Wheeler.
J. B. Wilhoit.

BARDSTOWN.
N. W. Halstead.

BEAVER DAM.
J. M. Porter.

FULTON.
W. P. Allen.

GEORGETOWN.
H. C. Ford.

GLASGOW.
R. G. Ellis.

HENDERSON.
Clay & Clay.

LANCASTER.
Lewis L. Walker.

LEBANON.
H. S. McElroy.
S. A. Russell.

LEXINGTON.
Richard J. Colbert.
Shelby Northcutt, &
Shelby.
P. J. Sherry.

LONDON.
W. L. Bruner.
Reams & Johnson.
L. P. Thompson.

LOUISVILLE.
Henry G. Bedinger.
Jas. P. Brown.
Paul B. Collins.
William B. Eagles.
Farleigh, Straus &
Fairleigh.
H. B. Fleece.
F. T. Fox.
Max I. Greenstein.
Arthur E. Hopkins.
Humphrey & Hum-
phrey.
Junius C. Klein.
Kohn, Baird, Sloss &
Kohn.
Saml. W. Lich.
Wm. T. McCullough.
Andrew M. Sea, Jr.
Chas. Bond Seymour
Jacob Solinger.
Morton K. Yonts.

MAYSVILLE.
Hon. A. M. J. Cock-
ran.
W. H. Rees.

MORGANFIELD.
W. T. Harris.

MT. VERNON.
Bethurum & Lewis.
C. C. Williams.

MUNFORDVILLE.
C. B. Dowling.

OWENSBORO.
Gilbert Holbrook.
Floyd Laswell.

PADUCAH.
W. A. Berry.
Hon. Wm. Reed.

PIKEVILLE.
H. V. Forsyth.

ROARK.
Allen Collect.

RUSSELLVILLE.
Wesley V. Perry.

SALYERSVILLE.
H. H. Ramey.

SHELBYVILLE.
John T. Bashaw.

STANFORD.
J. S. Owsley, Jr.

WHITESBURG.
J. M. Cook.

WILLIAMSBURG.
Rose & Pope.
H. H. Tye.

LOUISIANA.

AMITE CITY.
Sam'l C. B. Brown.

CROWLEY.
Theo. R. Smith.

FRANKLIN.
Paul Kramer.

LAKE CHARLES.
U. A. Bell.
E. R. Kauffman.
McCoy, Moss &
Knox.
Taylor & Taylor.

NEW ORLEANS.
Henry O. Blisset.
Gus Blanchard.
Caffery, Quintero,
Gidlere & Brumby.
Carroll & Carroll.
Dart & Kernan.
J. C. Davey.
Farrar, Jonas, Golds-
borough & Gold-
burg.
Chas. E. George.
Lewis R. Graham.
Chas. S. Rice.
Jewell A. Sperling.
John F. Tobin.

PLAQUEMINE.
J. Howell Pugh.

RUSTON.
Barksdale & Barks-
dale.

SHREVEPORT.
Hampton Story.
Thatcher & Wells.

SORENTO.
Louis J. DeHass, Jr.

MAINE.

LEWISTON.
Benj. L. Bannan.
J. G. Chabot.
Clifford & Clifford.
Roger A. Green.
Edw. J. Hudon.
Frank L. Powers.
Harris L. Webber.
Dana S. Williams.

PORTLAND.
John T. Fagan.
George F. Gould.
Sidney E. Larabee.
Fred W. Matthews.
D. A. Meaher.
Frank W. Robinson.
H. P. Sweetser.
Irving E. Vernon.

MARYLAND.

BALTIMORE.
Robert Crain.
Alex. Hardcastle, Jr.
Lewis Hochheim.
Lemmon & Clot-
worthy.
J. Walter Lord.
W. L. Marbury.
Edward N. Rich.
A. De Russy Sap-
pington.
Geo. Whitelock.

CUMBERLAND.
W. S. Cochrane.
Saul Praeger.

HAGERSTOWN.
Alex. Armstrong, Jr.
J. Lloyd Harshman.

HYATTSVILLE.
James C. Waters, Jr.

WESTERNPORT.
Horace P. Whit-
worth.

MASSACHUSETTS.

ADAMS.
Edwin K. McPeck.

BOSTON.
Hon. Jas. Bennett.
J. W. Keith.
J. W. Pickering.

CENTRAL LAW JOURNAL

CAMBRIDGE.
J. D. Brannan.
Prof. Roscoe Pound.
Austin W. Scott.
Joseph Warren.

HUDSON.
Chas. P. Tucker.

LAWRENCE.
Jno. A. O'Mahoney.

LOWELL.
John J. Pickman.

NEW BEDFORD.
Daniel T. Devoll.

SALEM.
John H. Sheedy.

SPRINGFIELD.
James B. Carroll.

WAKEFIELD.
Chas. E. Walsh.

WEBSTER.
H. J. Clarke.

WORCESTER.
William C. Mellish.

MICHIGAN.

ANN ARBOR.
M. J. Cavanaugh.
William G. Doty.

BATTLE CREEK.
Hon. Jesse Arthur.
Burritt Hamilton.

BENTON HARBOR.
Geo. W. Bridgeman.

CALUMET.
Galbreath & Mc-Cormick.

DETROIT.
Frank Bennett.
E. S. Clarkson.
D. B. Duffield.
John Faust.
John Galloway.
J. H. Goff.
Denton Guinness.
Keene, Lightner,
Oxtoby & Oxtoby.
H. A. Lockwood.
Richard I. Lawson.
James H. Lee.
M. F. McDonald.
John Eben Mart.
Sidney T. Miller.

ESCANABA.
John Loell.
Rushton & Riley.

FLINT.
Everett L. Bray.

GLADWIN.
Hon. T. G. Campbell.

GRAND HAVEN.
Walter I. Little.
Louis H. Osterhaus.

GRAND RAPIDS.
Boltwood & Bolt-wood.
Colin P. Campbell.
B. W. Corwin.
Reuben Hatch.
G. A. Hemple.
Dorr Kuizema.
James A. Lombard.

GREENVILLE.
N. O. Griswold.

HOUGHTON.
Louis N. Legris.

IRON RIVER.
I. W. Byers.

JACKSON.
Thos. A. Wilson.

LANSING.
Rollin H. Person.
Harris E. Thomas.

LINDEN.
James L. Spencer.

MARION.
W. L. Kinney.

MARQUETTE.
C. F. Button.
John E. Tracy.

MENOMINEE.
Fred H. Hagerson.
Michael J. Doyle.

OXFORD.
Geo. O. Kinsman.

PAW PAW.
H. Lynn Tree.

ROSCOMMON.
Hiram R. Smith.

SAGINAW.
Watts S. Murphy.

SAULT STE. MARIE.
Geo. A. Cady.

WOLVERINE.
Chas. D. Barghoorn.

MINNESOTA.

ARGYLE.
E. A. Brekke.
P. Kirsch.

BEMIDJI.
Thayer C. Bailey.

BRAINERD.
Blewitt & Wieland.
Russell & Barron.

BRECKENRIDGE.
Lewis E. & D. J. Jones.

BROWN VALLEY.
D. J. Leary.

CANNON FALLS.
P. S. Aslakson.

CHISHOLM.
Cooke & Berkman.

COLERAINE.
A. M. Peterson.

DULUTH.
W. G. Crosby.
L. C. Harris.
John W. Neukous.
John G. Williams.

GRAND RAPIDS.
Alfred L. Thwing.

GRANITE FALLS.
Paul D. Stratton.

HIBBING.
S. C. Scott.

JACKSON.
E. H. Nichols.

LANESBORO.
A. G. Chapman.

MAHNOMEN.
J. T. Van Metre.

MARSHALL.
Davis & Michel.

MILACA.
Carl F. J. Goebel.

MINNEAPOLIS.
Felix F. Bangs.
Henry C. Belden.
Henry Bloch.
Hon. Wilbur F. Booth.
F. B. Dodge.
Finfield & Fifield.
H. R. Hewitt.
Kerr & Fowler.
John J. Martin.
A. C. Middelstadt.
Edward Nelson.
E. A. Prendergast.
J. H. Richard.
James D. Shearer.
D. H. Stubbs.

NEW PRAGUE.
E. W. Komarek.

ROCHESTER.
Burt W. Eaton.
Thomas Spillane.

ST. PAUL.
Alf. E. Boyeson.
Hon. C. L. Brown.
N. H. Clapp.
Donald S. Doty.
Morphy, Ewing,
Bradford & Cum-mings.
Percy D. Godfrey.
Jno. H. Kay.
G. Loewinger.
C. D. O'Brien.
E. D. Reynolds.
Edward P. Sanborn.
C. B. Schmidt.
Ambrose Tighe.
Essie W. Williams.
John W. Willis.

STILLWATER.
Chester S. Wilson.

WARREN.
Julius J. Olson.

WASECA.
John Noonan.

WELLS.
D. C. Morse.

WHEATON.
Victor E. Anderson.

WINNEBAGO.
W. H. Hodgman.

WINONA.
Brown, Abbott & Somsen.
Hon. A. H. Snow.
M. B. Weber.

WORTHINGTON.
Manly P. Thornton.

MISSISSIPPI.

ABERDEEN.
W. H. Clifton.
G. J. Leftwich.

ASHLAND.
W. A. McDonald.

BAY ST. LOUIS.
Carl Marshall.

BOONEVILLE.
E. C. Sharp.

BROOKHAVEN.
T. Brady, Jr.

CALHOUN CITY.
W. J. Evans.

GREENVILLE.
Percy Le Roy.

GREENWOOD.
Pollard & Hammer.

GULFPORT.
M. D. Brown.
R. C. Cowan.
V. A. Griffith.
J. H. Mize.

HATTIESBURG.
C. F. Ames.
Ellis B. Cooper.
Cooper & Crum.
Currie & Currie.
C. G. Mayson.

JACKSON.
R. H. Thompson.

LEXINGTON.
H. H. Elmore.

MACON.
D. F. Allgood.

MERIDIAN.
V. W. Gilbert.
Neville & Stone.

NATCHEZ.
A. H. Geisenberger.

PASCAGOULA.
B. D. Chenoweth.

SCRANTON.
Denny & Denny.

VICKSBURG.
N. Vick Robbins.

WYNESBORO.
W. S. Davis.

MISSOURI.

BETHANY.
G. W. Wannamaker.

BOWLING GREEN.
Hostetter & Haley.

CARTHAGE.
H. W. Blair.
R. A. Mooneyhan.

CHILLICOTHE.
L. A. Chapman.
John T. Taylor.

COLLINS.
W. H. Plaster.

COLUMBIA.
M. R. Conley.
Prof. John D. Law-son.

ELLINGTON.
C. M. Buford.

FARMINGTON.
W. A. Gardner.

CENTRAL LAW JOURNAL

GREENVILLE. Wm. B. Kennedy.	ST. MARYS. T. B. Whitledge.	WELLSVILLE. W. L. Mabry.	OPHEIM. E. W. Burke.
HARRISONVILLE. W. D. Summers.	ST. JOSEPH. Frank B. B. Fulker- son. Geo. W. Groves.	MONTANA. ANACONDA. J. H. Duffy.	PLAINS. I. R. Blaisdell.
JACKSON. T. D. Hines.	ST. LOUIS. Paul Bakewell. Hon. Shepard Bar- clay. C. Orrick Bishop. Joseph Block. Wells T. Blodgett. Boyle & Priest. John Cashman. Hon. N. C. Collier. Martin J. Collins. Robt. A. Crabb. Henry B. Davis. Manton Davis. Edward D'Arcy. Dickson & Dickson. Walter Diehm. John H. Douglas. Hon. Walter G. Douglas. Marion C. Early. John G. Egan. W. F. Evans. M. W. Fuerbacher. Henry W. Furth. Hon. R. L. Goode. Bernard Greens- felder. Claud H. Hall. Robt. W. Hall. Albert E. Hausman. Warwick Hough. C. Porter Johnson. Richard A. Jones. Jones, Hocker, Hawes & Angert. F. N. Judson. Chas. F. Krone. Chester H. Krum. J. F. Lee. F. W. Lehmann. Floyd L. McKinney. Arthur G. Moseley. A. H. Robbins. N. C. Robbins. Max Ruler. Wm. Sacks. W. N. Stephenson. A. R. Taylor. John C. Vaughn. Hugh K. Wagner. Sam H. West. Joseph Wheel- er. Thos. W. White. Wildley, Willey, Mc- Intyre & Nardin. Chas. P. Williams. Tyrell Williams. Taylor R. Young.	BAKER. Louis A. Conser.	POLSON. F. H. McDermott.
JEFFERSON CITY. Thos. H. Antrobus. W. S. Pope.		BILLINGS. Michael Brown. Clyde McLemore. Nicholas & Wilson. Robert C. Stong.	RED LODGE. A. C. Spencer.
JOPLIN. J. C. Ammerman.		BOULDER. M. H. Parker.	ROUNDUP. Fred E. Renshaw.
KAHOKA. C. T. Llewellyn.		BUTTE. Jas. N. Brinson. John F. Davies. M. J. English. H. A. Frank. J. E. Healy. Maury, Templeman & Davies H. A. Tyrand.	SIDNEY. F. J. Matoushek.
KANSAS CITY. Henry D. Ashley. W. W. Calvin. L. E. Coffin. J. W. Dana. Geo. L. Davis. J. M. Dodson. Francis C. Downey. John A. Eaton. Hon. Thos. P. Fenlon. J. D. Gustin. C. E. Kimpton. Johnson & Lucas. Frank H. Moore. Grant I. Rosenzweig. C. E. Small. Floyd S. Stratton. Warner & Dean. B. Wells.		CHESTER. Wm. Chittick.	STEVENSVILLE. W. H. Roger.
KENNETT. John H. Bradley.		DEER LODGE. T. F. Shea.	THREE FORKS. H. A. Paddock.
KIRKSVILLE. Campbell & Alison.		DILLON. J. B. Poindexter.	VALIER. Wm. L. Bullock.
LIBERTY. D. C. Allen.		EAST SCOBAY. Geo. Cudhie.	WINNETT. Homer E. Geis.
MARYVILLE. T. A. Cummings. F. P. Robinson.		FORYSTH. Loud, Collins, Brown Campbell & Wood.	NEBRASKA. AINESWORTH. Wm. O. Ely.
MEMPHIS. W. M. Pettingill.		FORT BENTON. H. G. McGinley.	AUBURN. R. F. Neal.
MEXICO. Clarence A. Barnes. Geo. Robertson.		GLASGOW. Thos. Dignan. Jno. L. Slaterry.	AURORA. J. H. Grosvenor.
MOBERLY. M. J. Lilly.		GLENDIVE. Albert Anderson.	BEAVER CITY. Lambe & Butler.
MONTGOMERY CITY. E. P. Rosenberger.		C. C. Hurley. Desmond J. O'Neill. James Rivenes.	BUTTE. John A. Davis.
NEOSHO. Leslie D. Rice.	SAVANNAH. Booker & Williams.	GLACIER PARK. Edward Tenner.	CHADRON. A. G. Fisher.
NEW LONDON. Drake Watson.	SEDALIA. P. H. Sangree.	GREAT FALLS. George E. Hurd.	COLUMBUS. A. M. Post.
PIEDMONT. J. B. Daniel.	SPRINGFIELD. John S. Farrington.	HAVRE. A. J. Schmidt.	CENTRAL CITY. Martin & Bockes.
POPLAR BLUFF. David W. Hill.	TARKIO. John A. Gurlash.	HELENA. Theodore Brantley. E. C. Day. H. G. McIntire. Wellington D. Ran- kin.	DAVID CITY. E. A. Coufal.
PRINCETON. John E. Powell.	TRENTON. Platt Hubbell.	KALISPELL. F. A. Thompson. F. B. Reinking. Hans Walchi.	FALLS CITY. Richard C. James.
RAYMONDVILLE. W. F. Carroll.	TROY. Crech, Penn and Palmer.	LEWISTON. Edw. C. Russell. Edgar G. Worden.	FREMONT. C. E. Abbott. J. F. Rohn.
RICH HILL. H. H. Heck.	UNION. Jesse B. Owen.	LIVINGSTON. Frank Arnold. Miller & O'Connor. John T. Smith. A. P. Stark.	GRAND ISLAND. Arthur C. Maver. John S. Stidger.
RICHMOND. T. N. Lavelock.	VAN BUREN. Garry H. Yount.	MILES CITY. Geo. W. Farr. Frank Hunter. C. H. Loud. Tisor & McKinnon. Sharpless Walker.	HASTINGS. M. A. Hartigan. Tibbett, Morey & Fuller.
SALISBURY. A. W. Johnson.	WARRENTON. T. W. Hukriede. Emil Roehrig.		HAYES CENTER. M. F. Wasson.
			HOLREDGE. Dravo & Dilworth.
			IMPERIAL. P. W. Scott.
			KEARNEY. H. M. Sinclair.
			LEXINGTON. George C. Gillan.
			LINCOLN. G. W. Berge. G. E. Hager. D. H. McClenahan.
			MADISON. Wm. L. Dowling.

CENTRAL LAW JOURNAL

McCOOK.
John F. Cordeal.

MINDEN.
Lewis C. Paulson.

NEBRASKA CITY.
D. W. Livingston.
John C. Watson.

NELIGH.
O. A. Williams.

NEWMAN GROVE.
H. Halderson.

NORTH PLATTE.
Wilcox & Halligan.

OAKLAND.
C. O. Stauffer.

OMAHA.
Arthur E. Baldwin.
T. E. Brady.
D. O. Burbank.
Byron Clark.
H. Fisher.
T. A. Hollister.
D. Johnston.
J. A. C. Kennedy.
N. H. Loomis.
Chas. H. Marley.
John M. McFarland.
W. W. Slabaugh.
Robt. Smith.
John D. Ware.
Weaver & Giller.
E. H. Westerfield.
T. F. Wiles.

ORD.
R. L. Staple.

PAPILLION.
A. E. Langdon.

RUSHVILLE.
A. C. Plantz.

SCHUYLER.
W. M. Cain.

SHELTON.
J. F. Walker.

SIDNEY.
J. L. McIntosh.

S. OMAHA.
Wm. R. Patrick.

STROMBERG.
V. E. Wilson.

TECUMSEH.
Frank L. Dinsmore.

WAHOO.
Jesse M. Galloway.

WALTHILL.
Cecil R. Baughn.

WAYNE.
Berry & Berry.
C. W. Hendrickson.

YORK.
Geo. M. Spurlock.

NEVADA.

GOLDFIELD.
Hatton & Hatton.

RENO.
Geo. S. Brown.
James D. Finch.
Thos. E. Kepner.

NEW HAMPSHIRE.

CONCORD.
R. E. Walker.

DOVER.
A. P. Sherry.

MANCHESTER.
Jones, Warren, Wil-
son & Manning.
R. J. Peaslee.

WHITEFIELD.
E. M. Bowker.

NEW JERSEY.

ATLANTIC CITY.
Isaac H. Nutter.

BRIDGETON.
Walter H. Bacon.

HADDONFIELD.
Ralph W. Westcott.

HOBOKEN.
Wm. S. Stuhr.

JERSEY CITY.
Collins & Corbin.

MORRISTOWN.
Geo. G. Runyon.

NEWARK.
Col. E. L. Price.
Edw. Q. Keasbey.
Phillemon Woodruff.

PASSAIC.
G. H. Dalrymple.

SOMMERVILLE.
Frederick A. Pope.

NEW MEXICO.

ALBUQUERQUE.
M. E. Hickey.
Edw. A. Mann.
O. N. Marron.
H. F. Reynolds.

CARLSBAD.
John W. Armstrong.
S. D. Stennis, Jr.

DEMING.
Fred Sherman.

EAST LAS VEGAS.
Herbert W. Clark.

ESTANCIA.
Fred H. Ayers.

GALLUP.
A. T. Hannet.

HILLSBORO.
Edw. D. Tittmann.

LAS CRUCES.
Judge E. A. Medley.
Byron Sherry.

PORTALES.
Jas. A. Hall.
G. L. Reese.

RATON.
H. L. Bickey.
J. Leathy.
Thos. D. Leib.
Louis S. Wilson.

ROSWELL.
D. W. Elliott.

SANTA FE.
T. B. Catron.
F. W. Clancy.
Lorin C. Collins.
Reed Holloman.
Renehan & Wright.

SILVER CITY.
Colin Neblett.
F. W. Vellacott.

TUCUMCARI.
H. L. Boon.
C. C. Davidson.
V. W. Moore.

NEW YORK.

BROOKLYN.
Hugo Hirsch.

BUFFALO.
M. F. Dirnberger.
Adelbert Moot.

ITHACA.
Fitch H. Stephens.

NEW YORK CITY.
K. R. Babbitt.
Baggott & Ryall.
Chas. A. Boston.
A. H. Burroughs.
James Dunne.
Melville Eggleston.
Henry B. Gayley.
Walter H. Lieb-
mann.
John H. Sears.
Smith & Bowman.
John Robert Taylor.
Everett P. Wheeler.

POUGHKEEPSIE.
Martin Heermance.

SYRACUSE.
D. A. Pierce.

NORTH CAROLINA.

APEX.
Percy J. Olive.

ASHEVILLE.
Louis M. Bourne.
Martin, Rollins &
Wright.

BESSEMER CITY.
C. E. Whitney.

BREVARD.
R. L. Gash.

CHARLOTTE.
Jas. W. Barry.
J. T. Sanders.

DURHAM.
W. G. Bramham.

GRAHAM.
J. S. Cook.

GREENSBORO.
N. L. Eure.
Robert R. King.
Hoyle & Wright.

HIGH POINT.
W. P. Regan.

HILLSBORO.
Frank Nash.

LOUISBURG.
W. H. Yarbrough.

N. WILKESBORO.
Hayes & Jones.

RALEIGH.
Murray Allen.
R. H. Bradley.

REIDSVILLE.
H. R. Scott.

SALISBURY.
A. H. Price.

WADESBORO.
Fred J. Coxe.

WINSTON SALEM.
Burton Craig.

ZEBULON.
L. L. Massey.

NORTH DAKOTA.

ALEXANDER.
Robert Norheim.

ANAMOOSEA.
F. J. Funke.

ASHLEY.
Franz Shubeck.

BELFIELD.
H. E. Haney.

BOTTINEAU.
E. C. Bowen.

DEVIL'S LAKE.
F. T. Cuthert.

FESSENDEN.
L. F. Whipple.

FARGO.
Arthur W. Cupler.
Jno. D. Farrand.
Aubrey Lawrence.
Augustus Roberts.

FLASHER.
Robt. T. Nash.

GRAND FORKS.
T. R. Bangs.
Bronson & Chance.

HATTON.
Chas. A. Lyche.

JAMESTOWN.
C. S. Buck.
J. A. Coffey.
Oscar J. Seiler.

LARIMORE.
Sam. J. Radcliffe.

LISBON.
Rourke & Kvello.
Forest S. Thomas.

McCLUSKY.
Frank I. Temple.

MAYVILLE.
F. W. Ames.

MOHALL.
Percy S. Crews.

MOTT.
A. F. Greffenus.

RHAME.
C. M. Branson.

STANLEY.
Henry J. Linde.

STAUNTON.
George R. Reinstad.

VALLEY CITY.
M. J. English.
Theodore S. Lind-
land.
H. Winterer.

CENTRAL LAW JOURNAL

VELVA.
J. R. Meagher.

WAHPETON.
W. S. Lauder.

WILLISTON.
Burdick & Murphy.

OHIO.

AKRON.
D. L. Flemly.

BELLAIRE.
Fred Spriggs.

BRYAN.
Charles E. Scott.

CANTON.
Lynch & Day.

CINCINNATI.
Henry Baer.
De Camp & Sutphin.
Louis J. Dolle.
A. A. Ferris.
J. B. Foraker.
A. L. Herrlinger.
Thornton M. Hinkle.
John R. Holmes.
Simeon M. Johnson.
Johnson & Levy.
C. D. Roberston.
Hon. Jacob Schroeder.
John R. Schnidel.
E. W. Strong.
James B. Swing.

CLEVELAND.
W. H. Boyd.
Caldwell, Younger &
Loomis.
G. H. Hessenmueller.
Wm. Howell.
Thos. L. Johnson.
Wm. S. Kernnish.
F. A. Quail.
H. G. Schaibly.
W. H. Schwartz.
Squire, Sanders &
Dempsey.
E. J. Thobaden.

COLUMBIANA.
H. W. Hammond.

COLUMBUS.
Morton, Irvine &
Blanchard.
E. C. Morton.

DAYTON.
Frank S. Breene.
Harry M. Hanson.

ELYRIA.
D. J. Nye.

FINDLAY.
Wm. F. Duncan.
Silas E. Hurin.
F. E. Hurley.

HAMILTON.
Edgar A. Belden.

IRONTON.
A. R. Johnson.
Anderson & Robin-
son.
A. J. Layne.

LAKEWOOD.
H. F. Parmenter.

LANCASTER.
John G. Reeves.

LIMA.
D. J. Cable.

LISBON.
Billingsley, Clark &
Moore.

LONDON.
R. H. McCloud.

MARIETTA.
A. A. Schramm.
C. C. Middleswart.

MARION.
G. E. Mouser.

MASSILON.
W. E. Russell.

**NEW PHILADEL-
PHIA.**
Louis Welty.

OTTAWA.
Bailey & Leasure.

PORTSMOUTH.
Philip Jacobs.

RAVENNA.
W. J. Beckley.

SANDUSKY.
E. B. King.

SIDNEY.
Chas. C. Marshall.

SPRINGFIELD.
A. C. Link.
Jas. D. Malone.
W. M. Rockel.

TOLEDO.
Louis Bartlett.
O. S. Brumback.
Geo. P. Hahn.
Ralph I. Holbrook.
G. W. Kinney.

WAPAKONETA.
Lewis Stout.
Theo. H. Tangeman.

WAUSEON.
Files & Paxson.

YONGSTOWN.
Geo. F. Arrell.
Chas. Koonce, Jr.

OKLAHOMA

ADA.
B. H. Epperson.
Wellborn & West.

ALLEN.
Wm. B. Toney.

ANADARKO.
A. J. Morris.
A. R. Robinson.

ATOKA.
J. H. Gernert.

BARTLESVILLE.
John H. Brennan.

BRAGGS.
Wilson A. Smith.

BUFFALO.
J. L. Griffiths.

CADDO.
John L. Boland.

CASTLE.
H. H. Gadney.

CHANDLER.
Wagner & Harris.

CHECOTAH.
Claude A. Niles.

CHICKASHA.
Barefoot & Car-
michael.
F. E. Riddle.
R. D. Welbourne.

CLINTON.
H. F. Bulow.

CORNISH.
D. F. Spradling.

COWETA.
W. A. Brigham.

CUSHING.
Henry Oursler.

DEWEY.
B. A. Lewis.

DUSTIN.
W. M. McLennan.

EL DORADO.
W. C. Austin.

EUFAULA.
H. L. Melton.

DURANT.
Hatchett & Fergu-
son.
Sol. J. Homer.
Walter J. Turnbull.
W. E. Utterback.

ENID.
H. Blasdel.
Harry O. Glasser.
Carl Kruse.
J. C. Roberts.

GAGE.
C. B. Warren.

GROVE.
Jesse E. Ballard.
Ad. V. Copping.

HASKELL.
J. W. Brady.

HUGO.
S. A. Downes.

IDABEL.
H. B. Drake.
E. G. Nelson.

KINGFISHER.
D. K. Cunningham.

McALESTER.
G. L. Andrews.
T. Dick Davis.
W. E. Gotcher.
A. C. Markley.
T. D. Taylor.

McCURTAIN.
H. Swanson.

MANGUIN.
Percy Powers.

MEDFORD.
J. B. McKelvey.

MIAMI.
Horace B. Durant.
C. P. Fillebrown.

MUSKOGEE.
J. C. Denton.
J. B. Furry.
N. A. Gibson.
Charles B. Law.
Kenneth S. Murch-
ison.
Geo. S. Ramsey.
Geo. W. Risser.
Malcolm E. Rosser.
M. L. Williams.

OKLAHOMA CITY.
Sam'l A. Calhoun.
Fred S. Caldwell.
Cottingham & Bled-
soe.
J. Q. A. Harrod.
Samuel W. Hayes.
Orvel J. Johnson.
J. W. Johnson.
Hon. M. J. Kane.
R. A. Kleinschmidt.
W. A. Ledbetter.
Russell G. Lowe.
M. G. Meister.
Bland & Ptak.
Hon. J. B. A.
Robertson.
T. E. Robertson.
Jas. S. Watson.
Hon. Chas. West.
Wilson & Wilson.
Philip Ernest Win-
ter.

OKMULGEE.
B. T. Buchanan.
John L. Maynard.

PAUL'S VALLEY.
L. H. Hampton.
Jordan & Buie.

PAWHUSKA.
M. Chas. Cope.
Leahy & Macdonald.

PERRY.
Henry S. Johnson.

PONCA CITY.
L. A. Maris.

POTEAU.
Caleb Choate.
T. T. Varner.

PRYOR.
J. H. Lanley.

PURCELL.
B. C. Waddington.

RINGLING.
L. P. Shaw.

SAPULPA.
J. V. Frazier.

SHAWNEE.
W. T. Williams.

TALAGO.
W. P. Hikok.
Harry H. Smith.

TAHLEQUAH.
W. H. Kirner.

TECUMSEH.
G. A. Outcalt.

TULSA.
Gray P. Carroll.
J. P. Evers.
G. W. Hutchins.
Fred D. Olier.
Randolph & Haver.
Rice & Lyons.
J. N. Sykes.

CENTRAL LAW JOURNAL

VALLIANT.
C. D. Wilkinson.

VIAN.
W. S. Moore.

WAGONER.
Albert C. Hunt.

WEWOKA.
Chas. W. White.
C. Dale Wolf.

WOODWARD.

OREGON.

ALBANY.
Gales S. Hill.
Elmer Richardson.

BAKER CITY.
John L. Rand.

BRANDON.
F. J. Feeney.

BURNS.
J. W. Biggs.

CANYON CITY.
Geo. H. Cattnach.
Otis Patterson.

CONDON.
T. A. Weinke.

COQUILLE.
C. R. Barrow.

ELGIN.
L. Denham.

ENTERPRISE.
J. A. Burleigh.

EUGENE.
A. C. Woodcock.

GOLD BEACH.
J. Huntley.

JUNTURA.
P. J. Gallagher.

KLAMATH FALLS.
C. C. Brower.

LAKEVIEW.
W. Lair Thompson.

MEDFORD.
T. W. Miles.

MILTON.
S. D. Peterson.

OREGON CITY.
G. O. Brownell.
Joseph E. Hedges.
C. D. & D. C.
Latourette.

PORTLAND.
Baultet Cole.
Beach & Simon.
W. L. Boise.
J. F. Boothe.
W. C. Bristol.
Coy Burnett.
Thos. G. Greene.
G. E. Hamaker.
E. E. Heckbert.
S. S. Humphrey.
C. A. Johns.
W. P. La Roche.
John A. Latourette.
John McCourt.
Newton McCoy.
Chester G. Murphy.

PORTLAND.
O. A. Neal.
L. W. O'Rourke.
Lon L. Parker.
Sanderson Reed.
J. C. Simmons.
I. N. Smith.
J. O. Stearns.
Martin Watrous.
Lionel R. Webster.
F. H. Whitfield.
Wm. A. Williams.
John P. Winter.

ROSEBURG.
B. C. Eddy.
O. P. Coshaw.
A. N. Orcutt.
J. O. Watson.

ST. HELENS.
A. W. Mueller.

ST. JOHN.
D. C. Lewis.

SHERIDAN.
W. O. Sims.

TILLAMOOK.
H. E. Botts.
T. H. Goyne.
S. S. Johnson.

WALLOWA.
W. G. Trill.

WOODBURN.
E. L. Morcorn.

PANAMA.

CRISTOBAL.
W. H. Carrington.

PENNSYLVANIA.

BARNESBORO.
Wm. F. Dill.

CLEARFIELD.
Hon. Singleton Bell.

DANVILLE.
James Scarlet.

ERIE.
Isadore Galin.

HARRISBURG.
Harry M. Bretz.

KANE.
J. E. Mullin.

LANSFORD.
L. C. Scott.

MT. CARMEL.
Fred W. Magrady.

NEWCASTLE.
J. Norman Martin.

PHILADELPHIA.
G. Wentworth Carr.
Chas. B. Downs.
W. A. Melcher.
Francis Rawle.
Hon. W. G. Smith.
Axel Telsen.

PITTSBURG.
J. McF. Carpenter.
W. Clyde Grubbs.
J. W. Kraus.
Watterson & Reed.

SCRANTON.
W. L. Hill.

SEWICKLEY.
Walter Lyon.

SHARON.
Davis, Fruit &
Anderson.

TAMAQUA.
Jno. F. Kelly.

UNIONTOWN.
Harry W. Byrne.

WASHINGTON.
E. B. Iams.

WEST CHESTER.
W. Butler Windle.

YORK.
M. S. Niles.

PHILIPPINE ISLANDS.

MANILA.
W. A. Kincaid.

PORTO RICO.

PONCE.
Francisco Para
Capo.

SAN JUAN.
Frank Antonsanti.
Jos. Anderson, Jr.

RHODE ISLAND.

PROVIDENCE.
Thomas Z. Lee.
Cooney & Cahill.
Thos. A. Jenckes.
Fred Rueckert.

WESTERLY.
Nathan B. Lewis.

WOONSOCKET.
John J. Heffernan.

SOUTH CAROLINA.

AIKEN.
Claude E. Sawyer.

BEAUFORT.
Thos. Talbird.

CHARLESTON.
Logan & Grace.
Mitchell & Smith.

CHERAW.
P. A. Murray, Jr.

CONWAY.
J. O. Norton.

COLUMBIA.
Barron, Moore &
Barron.
Lyles & Lyles.

DARLINGTON.
Robert Macfarlan.
J. Monroe Spears.

FLORENCE.
C. W. Muldrow.

GREENVILLE.
W. J. Haynsworth.
B. F. Martin.

HARTSVILLE.
D. W. Galloway.
Frank A. Miller.

SPARTANBURG.
James C. Otts.

TIMMONSVILLE.
D. A. Tedder.

WALTERBORO.
E. L. Fishburne.

WOODRUFF.
C. M. Drummond.

SOUTH DAKOTA.

ABERDEEN.
Chas. N. Harris.
G. N. Williamson.

ARMOUR.
Zenas R. Gurley.
E. P. Wanzer.

BELLE FOURCHE.
L. M. Simms.
Dan McCutchen.

BRITTON.
Bryan Abbott.

BROOKINGS.
M. E. Culhane.
H. Hanson.

CASTLEWOOD.
E. W. McLaughlin.

CHAMBERLAIN.
E. R. Slifer.

CLARK.
Oliver H. Ames.
R. A. Dunham.

DALLAS.
E. O. Patterson.

DEADWOOD.
John R. Russell.

DELL RAPIDS.
G. R. Krause.

DUPRE.
L. W. Henderson.

ESTELINE.
M. S. Lubenstein.

GEDDES.
Thos. F. Ward.

GETTYSBURG.
Robt. S. Fish.
D. J. O'Keefe.

GREGORY.
W. J. Hooper.

HURON.
A. K. Gardner.
Chas. P. Warren.
A. W. Wilmarth.

KIMBALL.
Hy. F. Bartell.

LEAD.
Chambers Kellar.
John Walsh.

MOBRIDGE.
Carpenter &
Morrison.

PRESHO.
F. L. Wederath.

RAPID CITY.
Frank D. Bangs.
Chas. J. Buell.

REDFIELD.
W. F. Bruell.

CENTRAL LAW JOURNAL

SALEM.
Clyde H. King.

SIOUX FALLS.
F. R. Aikens.
C. O. Bailey.
Chas. P. Bates.
Martin Bergh.
U. S. G. Cherry.
R. W. Parlman.

TYNDALL.
C. C. Puckett.

VERMILION.
John L. Jolly.

WEBSTER.
Sears & Potter.

WILLOW LAKE.
Geo. C. Berry.

YANKTON.
Henry Kunkle.

TENNESSEE.

BROWNSVILLE.
Henry J. Smith.

CARTHAGE.
J. N. Fisher.

CHATTANOOGA.
Frank S. Carden.
Coleman & Frierson.
Finley, Campbell &
Coffey.
Geo. D. Lancaster.

DRESDEN.
R. E. Maiden.

GALLATIN.
W. F. Albright.

JACKSON.
Claire B. Newman.

JELICO.
Jno. J. Jennings.

KNOXVILLE.
Lewis M. G. Baker.
Chas. T. Cates, Jr.
John W. Green.
Hon. Jos. C. Higgins
Norman B. Morrell.
Pickle, Turner &
Kennedy.

MARYVILLE.
C. T. Cates.

MEMPHIS.
T. L. Campbell.
J. W. Canada.
Ike W. Crabtree.
Z. N. Estes.
G. T. Fitzhugh.
Rowan Greer.
R. E. King.
C. W. Metcalf.
Allen Hughes.
Thos. M. Scruggs.
Wright & Wright.

MILAN.
J. P. Rhodes.

NASHVILLE.
R. B. C. Howell.
Lawrence & Son.
E. L. McNeilly.
Claude Walker.

NEWPORT.
W. D. McSween.

UNION CITY.
W. H. Swiggart.

WINCHESTER.
Geo. E. Banks.

TEXAS.

ALVARADO.
W. H. Spink.

AUSTIN.
Elbert Kruse.
E. C. Gaines.
D. L. Graham.
D. R. Pickens.

BASTROP.
R. A. Brooks.

BEEVILLE.
J. C. Dougherty.

BROWNWOOD.
E. B. Hendricks.

CENTER.
S. H. Sanders.

CENTERVILLE.
Jas. T. Ryan.

COLD SPRINGS.
Wm. McMurray.

CORPUS CHRISTI.
O. H. E. Kramer.
E. P. Scott.

CORSICANA.
L. B. Cobb.

DALHART.
Frank M. Tatum.

DALLAS.
J. B. Adoue, Jr.
Bryan T. Barry.
A. S. Baskett.
T. A. Beaty.
Bird & Bird.
W. S. Bramlett.
T. L. Camp.
Henry C. Coke.
J. C. Eckford.
Geo. C. Edwards.
F. M. Etheridge.
Firmen & Yeorgia.
J. E. Gilbert.
W. W. Hagebush.
B. B. Hemphill.
Victor H. Hexter.
G. D. Hunt.
Hurt & Hurt.
P. H. Kveton.
Harry T. Lawther.
Maurice E. Locke.
C. Lombardi.
A. H. McKnight.
Meador & Davis.
Newton P. Morrison.
Noid & Read.
J. C. Patton.
W. H. Ratcliff.
Seay & Seay.
H. G. Robertson.
R. M. Scott.
U. F. Short.
Templeton Bease &
Williams.
M. W. Townsend.
J. C. Turner.
C. T. Williamson.

DENTON.
J. W. Sullivan.
H. R. Wilson.

EAGLE PASS.
Ben V. King.

EL PASO.
Volney M. Brown.
Caldwell &
Sweeney.
Jno. L. Dyer.
C. B. Hudspeth.
Turney & Burgess.

FARWELL.
S. G. Bratton.

FT. WORTH.
Capps & Canty.
Geo. Q. McGown.
Geo. E. Miller.
R. M. Rowland.
Thos. F. West.
John W. Wray.
I. A. Wynn.

GAINESVILLE.
A. M. Green.

GALVESTON.
Harris & Harris.
James B. & Charles
J. Stubbs.
Bryan F. Williams.

GREENVILLE.
Dinsmore McMahon
& Dinsmore.

HEMPSTEAD.
R. E. Tompkins.

HENDERSON.
Strong & Arnold.

HOUSTON.
Dannenbaum &
Taub.
Presley K. Ewing.
Robt. E. Goree.
Harris & Harris.
W. O. Huggins.
J. W. Lockett.
John G. Logue.
H. Masterson.
Jno. W. Parker.
Wilson, Dabney
& King.

JUNCTION.
Jno. F. Reid.

LIVINGSTON.
Hill & Hill.
J. C. Feagin.

LONGVIEW.
M. L. Cunningham.

MARSHALL.
F. H. Prendergast.
George Ryan.

MERIDIAN.
Jas. M. Robertson.

MINERAL WELLS.
M. H. Baughn.

MIDLAND.
J. M. De Armond.

MORRILL.
Gerald Fitzgerald.

PALESTINE.
P. W. Brown.

QUANAH.
W. T. Perkins.

ROSENBERG.
J. X. Joerg.

SAN ANGELO.
C. E. Dubois.

SAN ANTONIO.
Robert L. Ball.
Douglas Cater.
Charles Dittmar.
S. C. Eldridge.
Thos. H. Franklin.
Yale Hicks.

R. P. Ingram.
I. L. Kampman.
J. Murray.
Solon Stewart.

SANDERSON.
A. T. Folsom.

STEPHENSVILLE.
B. E. Cook.
Robt. L. Thompson.

TEMPLE.
R. S. Spann.

TEXARKANA.
R. W. Rogers.

WACO.
D. A. Kelley.
W. M. Sleeper.

WAXAHACHIE.
W. H. Fears.

WHEELER.
J. B. Reynolds.

WORTHAM.
W. J. Bryant.

WICHITA FALLS.
Wm. N. Bonner.

YOAKUM.
B. L. Temple.

UTAH.

HEBER.
Chase Hatch.

LOGAN.
Nebeker Thatcher
& Bowen.
J. C. Walters.

MILFORD.
C. T. Woodbury.

OGDEN.
C. A. Boyd.
V. Gideon.
Geo. Halverson.
C. H. Hollingsworth
W. R. Skeen.

PRICE.
C. C. McWhinney.

PAYSON.
R. A. Porter.

RICHFIELD.
Jno. L. Sevoy.

SALT LAKE CITY.
Booth Lee Badger.
Rich & Parks.
E. B. Critchlow.
Chas. C. Dey.
H. R. Macmillan.
Hon. Thos.
Marloneaux.
H. L. Pratt.
Joe W. Rozelle.
Skeen Bros. &
Wilkins.
Benner X. Smith.
Ray Van Cott.
Waldemar Van Cott.

TOOELE.
Wm. S. Marks.

VERNAL.
Wallace Calder.

VERMONT.

BELLOWS FALLS.
Almon I. Bolles.

BETHEL.
Wallace Batchelder.

CENTRAL LAW JOURNAL

CHELSEA.
Hon. Geo. S. Stow.

HARDWICK.
Hon. W. O. Taylor.

RUTLAND.
John S. Buttles.
Marville C. Webber.

ST. JOHNSBURY.
Harry Blodgett.

VERGENNES.
F. S. Fish.

VIRGINIA.

ABINGTON.
H. Emory Widener.

ALEXANDRIA.
G. Washington
Lewis.

BIG STONE GAP.
Bullitt & Chalkley.

BLACKSTONE.
Epes & Epes.

COVINGTON.
Geo. Bevercomb.

FAIRFAX.
John S. Barbour.

LEBANON.
Finney & Wilson.

LYNCHBURG.
A. S. Hester.

MARION.
Geo. F. Cook.

NORFOLK.
Thos. W. Shelton.

PULASKI.
Hurst & Co.

RICHMOND.
George Ainslie.
Geo. Bryan.
McQuire Riley &
Bryan.
A. W. Patterson.
Lawrence P. Pool.
E. R. Williams.

ROANOKE.
C. A. McHugh.
Kime Fox &
McNulty.

STRASBURG.
Chas. B. Guyer.

WASHINGTON.

BLAINE.
Jno. J. Pickney.

CHELAN.
Chas. P. Sargent.

CONCONULLY.
P. D. Smith.

CONCRETE.
G. L. Leonard.

DAVENPORT.
W. A. Wilson.

GOLDENDALE.
Wm. D. Darch.

HOQUAIM.
P. H. Callahan.

KENNEWICK.
Scott Z. Henderson.

MT. VERNON.
Hurd & Hillen.

N. YAKIMA.
I. J. Bounds.
Lee C. Delle.
Ira P. Englehart.

OLYMPIA.
C. E. Claypool.
Thomas M. Vance.

PASCO.
P. F. Leonard.

PORT ORCHARD.
C. D. Sutton.

PORT TOWNSEND.
U. D. Gnagey.
Allen Trumbull.

REPUBLIC.
Jas. T. Johnson.

SEATTLE.
Edward Brady.
Brightman &
Tenant.
Vivian M. Carkeek.
P. P. Carroll.
Carver & Slattery.
Chas. J. Dobbs.
Gay Hellen &
Metzenbaum.
Horace H. Guth.
James B. Howe.
Fred H. Lyons.
McClure & McClure.
Fred H. Peterson.
H. J. Ramsey.
John W. Roberts.
A. A. Tremper.
Brooke M. Wright.

SEDRO-WOOLLEY.
Coleman & Gable.

SOUTH BEND.
E. H. Wright.

SPOKANE.
Dwight S. Anderson.
Oscar Cain.
W. Sherman Dawson
E. F. Hull.
J. B. Lindsley.
Wm. E. Jones.
Nuzum, Clark &
Nuzum.
L. H. Prather.
Joseph Rosslow.
P. C. Shine.
Turner & Geraghty.

TACOMA.
Jas. M. Ashton.
G. W. H. Davis.
Ellis & Fletcher.
Col. B. W. Colner.
Guy E. Kelly.
M. A. Langhorne.
Wesley Lloyd.
Lund & Lund.
S. F. McAnally.
R. J. McMillan.
E. F. Masterson.
H. F. Norris.

VANCOUVER.
C. Kalahan.

WALLA WALLA.
H. Dunphy.

WENATCHEE.
G. G. Hannon.
Reeves & Reeves.

WEST VIRGINIA.

BECKLEY.
M. C. Brackman.

BUCKHANNON.
Wm. S. O'Brien.

CHARLESTON.
Brown, Jackson &
Knight.
Enslow, Fitzpatrick,
Alderson & Baker.
Mollohan, McClintic
& Matthews.
Price, Smith,
Spilman & Clay.
M. F. Stiles.
C. J. Van Fleet.

CLARKESBURG.
E. F. Garrett.

ELKINS.
E. A. Bowers.
H. G. Kump.

FAIRMONT.
French McCray.

HUNTINGTON.
R. L. Blackwood.
J. G. Burdette.
W. K. Cowden.
Enslow, Fitzpatrick
& Baker.
C. S. Welch.

LEWISBURG.
S. N. Pace.

MARLINTON.
L. M. McClinton.

PARKERSBURG.
Van Winkle &
Ambler.
W. H. Wolfe.

POINT PLEASANT.
Hon. Chas. E. Hogg.
Somerville &
Somerville.

PRINCETON.
J. R. Henry.

ROWLESBURG.
W. B. Bowman.

SPENCER.
A. E. Kenney.

SUMMERVILLE.
T. W. Ayres.

WESTON.
Robert L. Bland.

WHEELING.
G. R. C. Allen.
Caldwell & Caldwell
E. J. Graham.
W. E. Krupp.
McCamic & Clarke.
C. E. Morris.

WILLIAMSON.
H. Quesinberry.

WISCONSIN.

ASHLAND.
Allan T. Pray.

BIRNAMWOOD.
J. B. Andrews.

DARLINGTON.
Orton & Osborn.

DELAVER.
E. L. Von
Suessmilch.

EAGLE RIVER.
Geo. E. O'Connor.

EAU CLAIRE.
F. W. Frawley.

ELLSWORTH.
Jno. E. Foley.

GRAND RAPIDS.
Chas. E. Briere.
D. D. Conway.
Goggins & Brazeau.

GREEN BAY.
A. McComb.
Minahan & Minahan.

HORICON.
W. H. Markham.

HUDSON.
Baker & Haven.

IRON RIVER.
C. F. Morris.

JANESVILLE.
John Cunningham.
Wm. H. Dougherty.
E. D. McGowan.
Edw. H. Ryan.

LA CROSSE.
Geo. H. Curdon.
A. H. Schubert.

LAKE GENEVA.
H. A. Burdick.

MADISON.
S. A. Madigan.
J. J. McMenamy.
W. A. P. Morris.
J. M. Olin.
T. C. Richmond.

MANITOWOC.
Emil Baensch.

MAZOMANIE.
S. A. Madigan.

MERRILL.
R. B. Runke.
F. J. & C. H. Smith.

MILWAUKEE.
Bohmrick & Gabel.
Jos. E. Cordes.
C. H. Hamilton.
A. J. Hedding.
E. H. Hibbard.
Jos. B. Hirschburg.
Wm. A. Klatte.
R. B. Mallory.
Markham &
Schoellkopf.
Glenway Maxon.
Arthur A. Mueller.
N. B. Neelen.
Nath. Perceles &
Son.
Rix & Barney.
N. S. Robinson.
J. E. Roehr.
Van Dyke &
Van Dyke.
Henry Vocke.
Moritz Wittig, Jr.

OSHKOSH.
Bouck & Hilton.
John W. Hume.

PARK FALLS.
Ray J. Haggerty.

PRAIRIE DU CHIEN.
Hon. W. R. Graves.

PORTAGE.
Daniel H. Grady.
R. E. Mitchell.

RACINE.
Chas. Koenzke.
Mortimer E. Walker.

REEDSBURG.
Ed. C. Gottry.

RHINELANDER.
E. D. Minahan.

RICE LAKE.
James Robbins.

SHEBOYGAN.
Paul T. Krez.
E. R. Veech.

CENTRAL LAW JOURNAL

STEVENS POINT.

W. F. Owens.
D. I. Sickleded.

STURGEON BAY.

Thos. A. Sanderson.

SUPERIOR.

D. E. Roberts.
Geo. C. Cooper.

VIROQUA.

C. W. Graves.

WATERTOWN.

John G. Conway.
Otto Kuenzli.

WAUKESHA.

E. Merton.
V. H. Tichenor.

WEST SUPERIOR.

Crownhart & Foley.
W. M. Steele.

WYOMING.**BASIN.**

C. A. Zarwing.

BUFFALO.

Hayden N. White.

CHEYENNE.

Gibson Clark.
W. C. Kinkead.
Herbert V. Lacey.
W. E. Mullen.

DOUGLAS.

Harvey & Hawley.

RAWLINS.

N. R. Greenfield.

SHEPARDAN.

M. B. Camplin.

SUNDANCE.

E. C. Raymond.

CANADA.**OTTAWA.**

M. J. Griffin.
H. H. Bligh.

TORONTO.

James Bicknell.
Henry O'Brien.
W. A. Coutts.

CEYLON.**KANDY.**

R. W. Jonklass.

SCOTLAND.**GLASGOW.**

Donald Mackay.

TURKEY.

K. A. Saliba,
Betegrin Mt.
Lebanon, Syria.

